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

February 17, 2026
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 171-972-683#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on February 17, 2026, at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

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

At the prompt, please enter Conference ID: 171-972-683#

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

For Call to the Public:

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

To Speak on Agenda Items:

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

9:00 A.M. PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

National El Paso Marathon Runners Day

Amigo Man - 50th Birthday Celebration

El Paso Mission Trail Association Founders Day

Black Children's Book Week

El Paso Heart Safe School Awareness Day

10:00 A.M. ROLL CALL

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

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

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 Work Session of February 2, 2026. **26-0227**

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 **26-0043**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution approving a detailed site development plan for the property described as Lot 3, Block 2, Desert Pass Unit Six, 220 Desert Pass Street, City of El Paso, El Paso County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0226**
Subject Property: 220 Desert Pass
Applicant: Capital Real Investments I, LTD, PZDS25-00032

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra González, (915) 212-1506

4. A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Consor North America, Inc. an Oregon, USA, Foreign For-Profit Corporation, Authorized to Transact Business in Texas, for a project known as “2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements” for an amount not to exceed $424,916.80; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $524,916.80; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. **26-0224**

All Districts
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

CONSENT AGENDA - BOARD APPOINTMENTS:

5. Erin L. Martinez to the Ethics Review Commission by Representative Deanna Maldonado-Rocha, District 3. **26-0235**

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

CONSENT AGENDA - NOTICE FOR NOTATION:

6. P-Card Transactions for the period of December 23, 2025 - January 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **26-0222**

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

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.

7. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Eli Ramos Investments, LLC, for the purchase price of $168,000.00; such real property legally described as Tract 22 B, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, containing 0.318 acres of land, more or less, and being as further described by metes and bounds as shown on Exhibit "A" and made part thereof for all purposes, and Tract 22 C, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, containing 0.205 acres of land, more or less, being more particularly described by metes and bounds shown on Exhibit "A" and made a part hereof for all purposes, also known as 8821 Alameda Avenue, El Paso, Texas. **26-0185**

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

PUBLIC HEARING WILL BE HELD ON MARCH 3, 2026

8. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Arnulfo Figueroa and Sandra Valadez for the purchase price of $202,050.00; such real property legally described as a portion of Tract 4C N/K/A Tract 4-C-3, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, according to the resurvey of said Ysleta Grant made by El Paso County, Texas, for tax purposes, and a portion of Lot 6, Block 2, Frutus Place, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, **26-0186**

Texas.

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

PUBLIC HEARING WILL BE HELD ON MARCH 3, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

9. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to JCGAR Ventures, LLC, for the purchase price of $51,000; such real property legally described as portion of Lots 18 and 19, Block 6, Alameda Acres, City of El Paso, El Paso County, Texas. **26-0156**

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

10. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Juan Martinez, for the purchase price of $49,000.00; such real property legally described as portions of Lots 8, 9, and 10, Block 3, Lancaster Addition Unit 3, City of El Paso, El Paso County, Texas. **26-0160**

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

11. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Torresdey Ventures, LLC, for the purchase price of $25,000; such real property legally described as a portion of Tract 9B, Block 36, Ysleta Grant, also known as a portion of Tract #1, Spohr Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 16, Page 49, Real Property Records, El Paso County, Texas. **26-0163**

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

12. An Ordinance authorizing the City Manager to execute a Tax Resale Deed conveying all right, title, and interest in real property described as: A portion of Lot 18, Block 13A, Logan Heights Addition to the City of El Paso, El Paso County, Texas, to Humberto Lozano (“Buyer”), in accordance with Section 34.05(h) of the Texas Tax Code. **26-0169**

District 2
Tax Office, Maria O. Pasillas, (915) 212-0106

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

13. Discussion and action authorizing the City Manager to develop within 60 days a proposed Data Center Policy Framework for the City of El Paso. The framework shall prioritize community engagement, utility providers, local, state and regional government in implementation considerations, evaluate long term impacts on infrastructure and utilities. During development of the framework, City negotiations or development discussions related to new data center **26-0258**

projects shall be paused. Further, direct the city attorney to conduct a legal analysis of all current 380 agreements with data centers.

All Districts
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004
Members of the City Council, Representative Josh Acevedo, (915) 212-0002

14. Discussion and action to direct the City Manager to evaluate and implement improvements to pothole repair practices, including drop-and-go, hot-mix, and permanent repair methods; establish criteria for addressing streets with repeated failures; and strengthen inspection practices for utility-related roadway work. The City Manager shall return to City Council within thirty (30) days with data, cost comparisons, and recommended process changes, including actions to be incorporated into the City's upcoming strategic plan without increasing the existing pothole repair budget, and for consideration as part of the next fiscal year budget. **26-0259**

All Districts
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004
Members of the City Council, Representative Josh Acevedo, (915) 212-0002

15. Discussion and action to direct the City Manager and City Attorney to begin the process for a November 2026 City Charter Amendment Special Election, conduct public outreach, and seek outside counsel, if needed. Further, discussion and action on activating the City of El Paso Ad Hoc Charter Advisory Committee for the purpose of a City Charter Amendment Special Election to be held in November 2026. **26-0260**

All Districts
Members of the City Council, Representative Josh Acevedo, (915) 212-0002
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

16. Discussion and action on the award of Solicitation 2026-0191 Citywide Pavement Markings 2025 to Pavement Markings, LLC dba PMI Pavement Markings, LLC for a total estimated amount of $6,082,000.00, including an optional term as indicated below: **26-0228**

Department:	Streets and Maintenance
Award to:	Pavement Markings, LLC dba PMI Pavement Markings, LLC
City & State:	Phoenix, AZ
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Option Terms:	730 Consecutive Calendar Days
Total Contract Time:	1,460 Consecutive Calendar Days
Initial Term Estimated Award:	$3,041,000.00
Option Term Estimated Award:	$3,041,000.00
Total Estimated Award:	$6,082,000.00

Account(s):	532-2560-32040-522270-P26STYR7ART 532-2560-32040-522270-P27STYR8ART 532-4825-29110-522270-TBA 532-1000-32040-P3230-522270
Funding Source(s):	FY26 Arterial Street Resurfacing - PayGo FY27 Arterial Street Resurfacing - PayGo Top50 Arterials - Community Progress Bond FY26-27 General Fund
District(s):	All

This was a Low Bid Procurement.

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

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

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

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

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

REGULAR AGENDA - OTHER BUSINESS:

17. Discussion and action on a Resolution to adopt the City of El Paso's State Legislative Agenda and legislative session update for the 90th Texas Legislative Session. **26-0229**

All Districts
Strategic and Legislative Affairs, Cesar Ortiz, (915) 332-6878
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299

18. Discussion and action to approve a Resolution that 2026-2036 Public Art Master Plan for the City of El Paso, is adopted as the primary guideline to be utilized in all Public Art programs. **26-0218**

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

19. Discussion and action to approve a Resolution that the 2026 Public Art Plan be adopted and that the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Public Art Plan as described in Exhibit "A" of the Resolution. **26-0217**

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

20. Discussion and action Resolution that the City Manager, or designee, be authorized to sign a Golf Course Operation and Concession Agreement between the City of El Paso and EP GOLFCO, LLC., to allow a private concessionaire to run the golf course for public use, to provide the successful operation, improved efficiency, and greatest benefit to the citizens of the City of El Paso, located at the premises numerically known as 1510 Hawkins Boulevard, El Paso, Texas 79925 and more particularly described as: **26-0170**

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

The term of this Golf Course Operation and Concession Agreement is an initial term of thirty (30) years and two (2) ten-year option to extend the term of the agreement. During the term of this Agreement, the Concessionaire shall pay to the Airport rent in an amount equal to the greater of the Minimum Annual Guarantee (MAG) or the Percentage Rent calculated on the Concessionaire's gross receipts. Minimum Annual Guarantee (MAG) for the initial term will be $166,969.08 for the first year, and $191,000.00 for the subsequent year(s) of the term.

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

21. Discussion and action on a Resolution by City Council approving and adopting the Advanced Manufacturing Incentive Policy ("AMD Policy"), pursuant to the City's authority under Chapter 380 of the Texas Local Government Code, and which shall supersede and replace El Paso Makes Innovation Factory Incentive and Lease Policy ("IF Policy"), except as to those agreements funded with American Rescue Plan Act (ARPA) or other federal funds that remain in effect. The AMD Policy includes a $1.2M allocation from the Texas Economic Development Fund to support the Defense Readiness Incentive. **26-0220**

All Districts
Economic and International Development, Jessica Cordova, (915) 212-0094

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

22. Discussion and action on a Resolution that the City Manager, or designee, is authorized to sign the Second Amendment to the Standard Form of Agreement by and between the City of El Paso and Jordan Foster Construction, LLC ("Design Builder") for the project known as 2024-0272R Advanced Manufacturing District, to accept and incorporate the Design Builder's Guaranteed Maximum Price Proposal for the project in the amount of Twenty-Six Million One Hundred Fifty-Four Thousand Three Hundred Ninety-One Dollars ($26,154,391.00). This Amendment allows 464 calendar days for substantial completion of the work, with an additional 30 calendar days for final completion. **26-0236**

The project is funded in part by a $25,000,000 Build Back Better Regional Challenge Phase 2 grant awarded by the United States Department of Commerce's Economic Development Administration (EDA), with a required local match of $6,250,000.

District 3
Airport, Tony Nevarez, (915) 212-7301
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

23. Discussion and action on a Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO and H&N PROPERTY HOLDINGS, LLC, in support of an infill development project located at 911 Tays St. The Agreement requires the Applicant to make a minimum investment of $322,120.42, and in consideration, the City shall provide economic incentives not to exceed $30,554.54 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate. **26-0232**

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

24. Discussion and action on the results of the Accounts Receivable Program - 2nd Follow-Up Audit A2025-10. **26-0204**

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

25. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $159,198.55 from 2020 Capital Funding Plan Project Savings to Downtown Bicycle Improvements Phase 1. **26-0223**

District 8
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803
City Manager's Office, Sasho Andonoski, (915) 212-1092

26. Discussion and action on a Resolution that the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design of the STP-MM Reconstruction Project On **26-0178**

System grant improvements, “I-10 Deck Plaza Project”, which has an estimated total project cost of $10,601,001.00 of which the estimated local government participation amount is estimated at $584,321.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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

27. Discussion and action to approve a Resolution to submit an application to a $50,000 Texas A&M Forest Service Grant program, with a $21,000 cash and $29,000 in-kind match from the City. **26-0231**

All Districts
Strategic and Legislative Affairs, Dora Hernandez, (915) 212-1299
Strategic and Legislative Affairs, Fernando Berjano, (915) 337-2571

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 #: 26-0227, **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 Work Session of February 2, 2026.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

CITY COUNCIL WORK SESSION MINUTES
February 02, 2026
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

……

The City Council met at the above place and date. The meeting was called to order at 9:05 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Cynthia Boyar Trejo requested to be excused.

……

AGENDA

……

1. Presentation and update by Project ARRIBA on the organization's FY2024- FY2025 Annual Report, including a status update on activities during FY2024- FY2025, use of grant funds and progress toward performance measures identified by the Chapter 380 Agreement executed on August 29, 2023, between the City of El Paso and Project ARRIBA.

Ms. Andrea Solis, Economic Development Analyst, introduced the item.

Mr. Roman Ortiz, CEO for Project Arriba, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez and Limón commented.

NO ACTION was taken on this item.

……

2. Presentation and discussion by Medical Center of the Americas' (MCA) annual report on the status of activities during the fiscal year, use of grant funds, and progress in the performance measures required under the Chapter 380 Economic Development Program Grant Agreement executed on February 7, 2012, and subsequently amended.

Ms. Delilah Cortez, Senior Economic Development Compliance Analyst, introduced the item.

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

- Mr. Carlos Ortega, President and Chief Executive Officer
- Nancy Lowery, Senior Director of Innovation
- Michaele Johnson, Senior Director of Clinical Trials and Business Development
- Marianne D. Mijares, Office Administrator, Stem Coordinator & Conference Activities Manager

- Dr. David Cistola, Founder and Chief Scientific Officer, T2 Your Health
- Kelly Martinez, Clinical Research Program Student
- Edward Dunn, Student and Stem Camp Participant

Mayor Johnson and Representative Maldonado-Rocha commented.

NO ACTION was taken on this item

……

EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 9:36 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

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

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 11:07 a.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

……

EX1. Timothy Palmer v. City of El Paso et. al; 3:22-CV-232 (551.071)

Motion made Mayor Pro Tempore Chávez, seconded by Representative Limón and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** Plaintiff's settlement demand in *Timothy Palmer v. City of El Paso et. al;* Case No.: 3:22-cv-00232-DCG, to retain outside counsel in the matter, and to take all steps necessary including the execution of any required documents in order to effectuate this authority.

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

……

EX2. Application of El Paso Electric Company to Macho Springs Reassignment - PUC#57760; HQ#UTILITY-63 (551.071)

NO ACTION was taken on this item.

……

EX3. Discussion on purchase, exchange, lease, or value of real property in El Paso; HQ 25-2558 (551.072)

NO ACTION was taken on this item.

……..

EX4. Real Estate Division Update; HQ 25-5035 (551.072)

NO ACTION was taken on this item.

……

EX5. Discussion on purchase, exchange, lease, or value of City-owned properties in El Paso; HQ 26-6530; (551.072)

NO ACTION was taken on this item.

……

EX6. Authority and Role of City Council during Procurement Process; HQ#6531 (551.071)

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

AYES: Representatives Chávez, Maldonado-Rocha, Niño, Fierro, Limón, and Canales
NOT PRESENT FOR THE VOTE: Representative Acevedo
ABSENT: Representative Boyar Trejo

……..

EX7. Discussion on Memorandum of Understanding for Interstate Highway 10 Deck Plaza Coordination between the City of El Paso, the County of El Paso, and the Downtown Deck Plaza Foundation. HQ25-4962 (551.071) (551.072)

NO ACTION was taken on this item.

……

Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **ADJOURN** the meeting at 11:08 a.m.

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

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 26-0043, **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 #: 26-0226, **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, Alejandra González, (915) 212-1506

AGENDA LANGUAGE:

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

A Resolution approving a detailed site development plan for the property described as Lot 3, Block 2, Desert Pass Unit Six, 220 Desert Pass Street, City of El Paso, El Paso County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.
Subject Property: 220 Desert Pass
Applicant: Capital Real Investments I, LTD, PZDS25-00032

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Planning and Inspections

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

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: 8

AGENDA ITEM:

A Resolution approving a detailed site development plan for the property described as Lot 3, Block 2, Desert Pass Unit Six, 220 Desert Pass Street, City of El Paso, El Paso County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.
Subject Property: 220 Desert Pass
Applicant: Capital Real Investments I, LTD, PZDS25-00032

ISSUE STATEMENT:

This item proposes approval of a detailed site development plan for property at 220 Desert Pass St. (PZDS25-00032) in District 8.

BACKGROUND:

The applicant is requesting approval of a Detailed Site Development Plan for proposed development of an apartment/multifamily use. City Plan Commission recommended 6-0 to approve the proposed Detailed Site Development Plan on December 18, 2025.

As of February 2, 2026, the Planning Division has not received any communication in support or opposition to the Detailed Site Development Plan request. 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 Detailed Site Development Plan on December 18, 2025.

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

N/A

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. Resolution
B. Detailed Site Development Plan
C. Staff Report
D. Contribution Form

FOR MORE INFORMATION:

Luis Zamora, Chief Planner (915) 212-1552 ZamoraLF@elpasotexas.gov

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

SIGNATURE: Philip Etiwe

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

RESOLUTION

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

WHEREAS, CAMINO REAL INVESTMENTS I. LTD, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the **C-3/SC (COMMERICAL/SPECIAL CONTRACT) District** regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes; and,

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

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

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

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

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

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

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

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

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

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

APPROVED 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
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

(Agreement on following page)

DEVELOPMENT AGREEMENT

By execution hereof, CAMINO REAL INVESTMENTS I, LTD, ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the C-3/SC (COMMERICAL/SPECIAL CONTRACT) District located within the City of El Paso.

EXECUTED this 16th day of January, 2026.

CAMINO REAL INVESTEMENTS I, LTD

By: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 16th day of January, 2026, by Douglas A. Schwartz, in his legal capacity on behalf of Camino Real Investments I, LTD.

_____
Notary Public, State of Texas

My Commission Expires: 6-25-2028

MARIBEL MENDOZA
Notary Public, State Of Texas
Comm. Expires 06-25-2028
Notary ID # 12992970-0

DESERT PASS UNIT SIX
DETAILED SITE PLAN

BEING LOT 3, BLOCK 2, DESERT PASS UNIT SIX,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

Typical Front Elevation
NTS

Typical Rear Elevation
NTS

DESERT PASS SUBDIVISION UNIT FOUR
File No. 20210096242

DESERT PASS SUBDIVISION UNIT FIVE
File No. 20220095093

DESERT TRAIL SUBDIVISION UNIT TWO
VOL. 80, PG. 41

DESERT PASS ST. (COLLECTOR)

GEM ST. (NON-RESIDENTIAL COLLECTOR)

220 DESERT PASS

POOL

CLUBHOUSE
FF=3837.21
2,758 s.f.

BUILDING TYPE	S.F.	No. UNITS	DIMENSIONS WIDTH (W) – DEPTH (D)
I	4,280	56	W 63.6'± Max.– 51.9'± Min. D 70'± Max. – 60.2'± Min.
II–A	6,568	40	W 69.9'± Max.– 45.4'± Min. D 109.5'± Max.– 98.3'± Min.
II–B	6,564	84	W 69.9'± Max.– 45.4'± Min. D 109.5'± Max.– 98.3'± Min.
III	6,028	32	W 69.9'± Max.– 50.4'± Min. D 98.4'± Max.– 80.9'± Min.

AREA SCHEDULE

C3 SETBACKS

FRONT YARD	0 ft.
REAR YARD	25 ft.
SIDE YARD	5 ft.
SIDE BUTTING STREET	10 ft.
BUILDING MAX. HEIGHT	35 ft.

NOTE:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48214 0027 D, DATED JANUARY 3, 1997 THIS PROPERTY IS IN FLOOD ZONE: C

NOTE:
ALL EXISTING AND PROPOSED SIDEWALKS, BARRIERS, FREE RAMPS, HANDICAP PARKING, CROSSWALKS, DRIVEWAYS AND ACCESSIBLE ROUTES SHALL COMPLY WITH A.D.A T.A.S. AND CITY OF EL PASO REQUIREMENTS. EXISTING INFRASTRUCTURE NOT COMPLYING SHALL BE REMOVED AND REPLACED TO MEET STANDARDS.

LEGEND

- BOUNDARY LINE
- PROPOSED BUILDING
- PROPOSED CLUBHOUSE
- PROPOSED PAVEMENT
- PROPOSED LANSCAPING
- PROPOSED CONCRETE
- PROPOSED CHAT AND WALKING PATH
- CURB AND GUTTER
- PROPOSED ROCKWALL
- 1 KEY NOTE
- RAMP
- DRAINAGE ARROWS

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

1/18/2026
DATE

APPLICANT

Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

GRAPHIC SCALE
50' 0 25' 50' 100'
SCALE: 1"=50'

TRACT 15Q7
OWNER: QUINTA CAPITAL LLCGERALD
FILE # 20190028023

PARKING INFORMATION

TOTAL SITE: 546,121.18 SQ. FT. ~ 12.537 Ac.
TOTAL BUILDING: 129,050.00 SQ. FT.

APARTMENTS

TOTAL BUILDINGS PROPOSED:	22
TOTAL UNITS PROPOSED:	212
TOTAL 1 BEDROOM UNITS PROPOSED:	92
PARKING REQUIRED BY CITY CODE:	138
TOTAL 2 BEDROOM UNITS PROPOSED:	88
PARKING REQUIRED BY CITY CODE:	176
TOTAL 3 BEDROOM UNITS PROPOSED:	32
PARKING REQUIRED BY CITY CODE:	64
TOTAL PARKING REQUIRED BY CITY CODE:	378
HANDICAP PARKING REQUIRED:	8
BICYCLE PARKING REQUIRED:	19

PARKING PROVIDED

SURFACE PARKING:	446
SURFACE ACCESSIBLE:	11
TOTAL PARKING PROVIDED:	457
TOTAL BICYCLE PARKING PROVIDED:	24

TYPICAL PARKING DIMENSIONS:

STALLS : 9 FT. BY 18 FT.
BICYCLE: 24" BY 75"

REQUIRED LANDSCAPING

LANDSCAPING SHALL COMPLY WITH EL PASO CITY CODE 18.16

TOTAL SITE: 546,121.18 SQ. FT. ~ 12.537 AC.

TOTAL SITE REQUIRED:
(SQ.FT. OF SITE LESS BLDG. SQ.FT. X 15%) = 62,561 S.F.

TOTAL SITE PROPOSED: 196,800 S.F.

DECIDUOUS OR CANOPY TREES	63 – 2" CALIPER
STREET TREES EXISTING	6
SHRUBS	1,251 – 5 gal. (1'x1')
GROUNDCOVER	6,256 s.f. MIN.

ONE DECIDUOUS OR EVERGREEN TREE HAVING A MINIMUM TWO INCH CALIPER AND 10' AT THE TIME OF PLANTING.

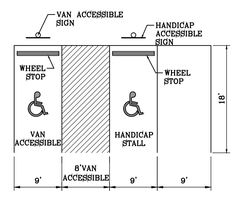
SHADING SHALL BE REQUIRED FOR PARKING LOTS AND VEHICULAR USE AREAS THAT ARE LOCATED WITHIN THE PROJECT, WITH TEN PARKING SPACES OR MORE SHALL BE PROVIDED WITH AT LEAST ONE PARKING LOT TREE FOR EVERY TEN PARKING SPACES. CANOPY TREES REQUIRED BY CITY CODE: 46

SUBSTITUTION AS PER EL PASO MUNICIPAL ORDINANCE 18.46.090 SECTION 1

TREES AS PER "RECOMMENDED TREES FOR EL PASO" WEST TEXAS URBAN FORESTRY COUNCIL.

KEY NOTES

1. PROPOSED SIDEWALK W/ STANDARD CURB
2. PROPOSED SIDEWALK (5'W)
3. PROPOSED RETAINING WALL (6'H)
4. PROPOSED ADA RAMP
5. PROPOSED PAVEMENT
6. PROPOSED LANDSCAPE
7. EXISTING CURB & GUTTER
8. WHEEL STOPS
9. PROPOSED CONCRETE DRIVEWAY
10. EXISTING SIDEWALK (5'W)
11. PROPOSED GATE (6'H)
12. EXISTING ROCK WALL (6'H)
13. PROPOSED DUMPSTER ENCLOSURE (12'W x 12'L x 6.7'H)
14. EXISTING LIGHT POLE
15. EXISTING FIRE HYDRANT
16. PROPOSED SWALE
17. EXISTING MANHOLE
18. PROPOSED CONCRETE DRIVEWAY
19. PROPOSED WROUGHT IRON FENCE
20. EXISTING CURB AND GUTTER TO BE REMOVED
21. PROPOSED CURB AND GUTTER
22. EXISTING ROCKWALL TO BE REMOVED
23. PROPOSED FLUME WITH TREAD PLATE
24. PROPOSED STEPS
25. EXISTING WING WALL
26. EXISTING 36"Ø PIPE
27. EXISTING HEAD WALL



TYPICAL HANDICAL PARKING
SCALE: 1"=4'

STATE OF TEXAS
YVONNE CONDE CURRY
64648
LICENSED PROFESSIONAL ENGINEER

ZONING

220 Desert Pass

City Plan Commission — December 18, 2025 SITE PLAN

CASE NUMBER:	**PZDS25-00032**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Camino Real Investments I, LTD
REPRESENTATIVE:	Conde, Inc.
LOCATION:	220 Desert Pass St. (District 8)
PROPERTY AREA:	12.58 acres
REQUEST:	Detailed Site Development Plan Approval per Ordinance No. 9198
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None

SUMMARY OF REQUEST: The applicant is requesting review and approval of Detailed Site Development Plan for proposed development of an apartment/multifamily use. Per Ordinance No. 9198, review and approval from City Plan Commission and City Council is required prior to the issuance of building permits.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed use is permissible by right in the C-3 (Commercial) zone district and is compatible with surrounding developments. The proposed development meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan.

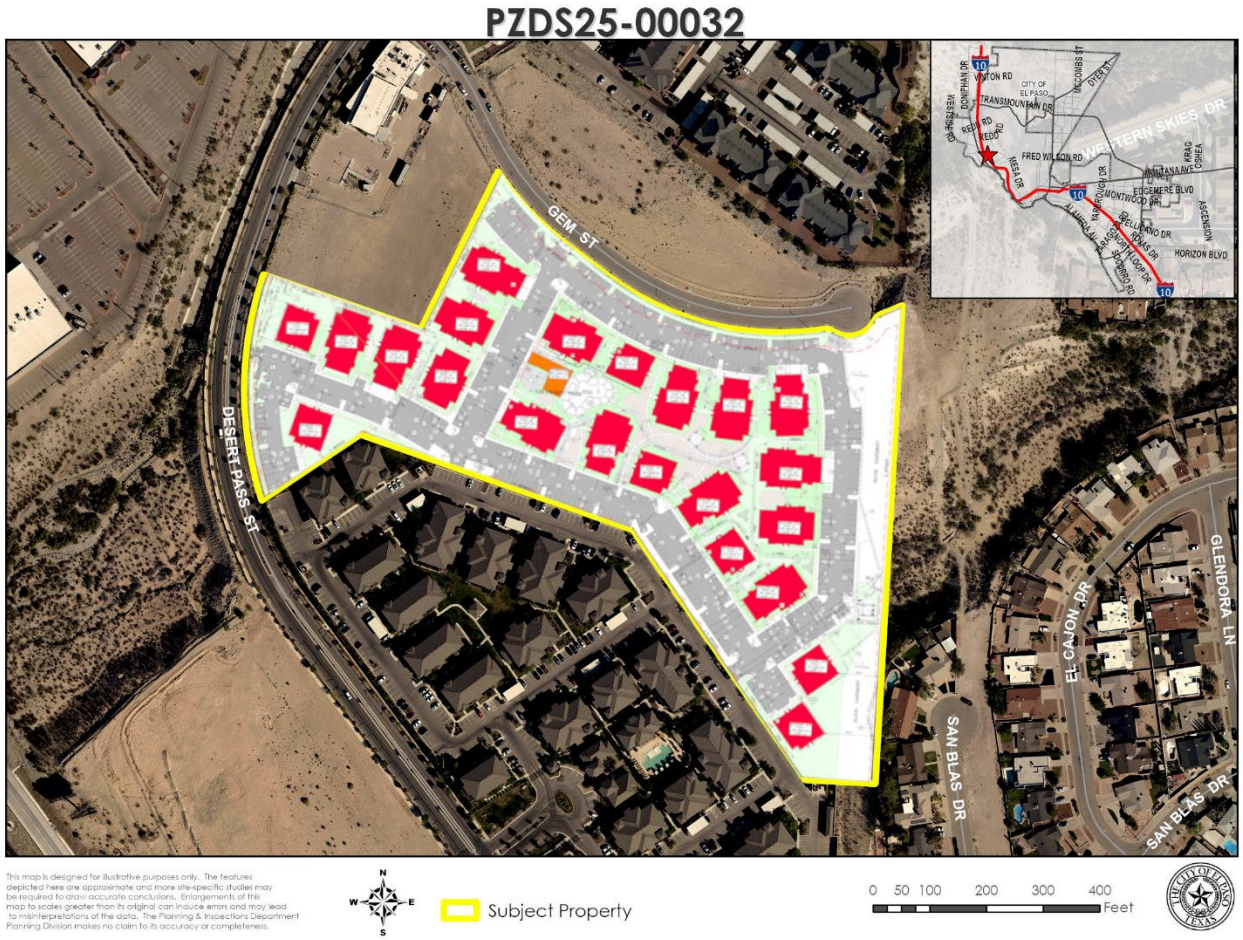


Figure A. Site Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting approval of a Detailed Site Development Plan, as required per Ordinance No. 9198, dated October 27, 1987, which requires approval from the City Plan Commission and City Council prior to issuance of building permits. The site plan proposes the development of a 12.58-acre lot located at 220 Desert Pass Street for a proposed apartment complex. The development proposes twenty-two (22) apartment buildings with a maximum height of 29.5 feet and a total of 212 units comprised of a mix of 1, 2, and 3 bedrooms and a club house. The development is proposed as follows:

- Seven (7) type I buildings with an area of 4,280 square feet containing fifty-six (56) units;
- Four (4) type II-A buildings with an area of 6,568 square feet containing forty (40) units;
- Seven (7) type II-B buildings with an area of 6,564 square feet containing eighty-four (84) units;
- Four (4) type III buildings with an area of 6,028 square feet containing thirty-two (32) units.

The applicant is providing four hundred and fifty-seven (457) parking spaces and complies with parking requirements. Vehicular access will be provided from Gem Street.

PREVIOUS CASE HISTORY: Ordinance No. 9198 (Attachment 4), dated May 9, 1989, rezoned the property from R-3 (Residential) to A-2 (Apartment) with specific conditions. Later, Ordinance No. 13127, dated March 25, 1997, changed the zoning from A-2/sc (Apartment/special contract) to C-3/sc (Commercial/special contract), carrying forward the same conditions that were previously imposed. The applicable conditions are the following:

1. Prior to the issuance of a building permit for any parcel, a subdivision plat must be filed of record for that particular parcel.

Note: Condition has been met.

2. The maximum height of any buildings constructed on those portions of Parcels 3 and 5 which abut Sandcastle and Coronado Hills Subdivisions, or any buildings constructed on Parcel 4, shall not be higher than the finished grade of these two subdivisions.

Note: Complies with this condition.

3. Prior to the issuance of a building permit for Parcels 3, 4 and 5, a detailed site development plan must be approved by the City Plan Commission and the Mayor and City Council.

Note: Condition is satisfied through this request.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposal is in character with surrounding uses and zoning districts. The property to the north is zoned C-3/sc (Commercial/Special contract) and includes a business office. The property to the south is also zoned C-3/sc (Commercial/special contract) developed with an apartment complex. To the east, the properties are zoned A-2 (Apartment) and R-3 (Residential) developed with single-family dwellings. To the west, the properties are zoned C-3/sc (Commercial) and includes medical offices, restaurant, and movie theatre. The nearest school is Coronado High School located approximately 1.5 miles away. The closest park is Desert Pass 1 Park located approximately 0.04 miles away.

COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:	
Criteria	**Does the Request Comply?**
El Paso City Code Section 20.04.140 – When Required. Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a	Yes. Per Ordinance No. 9198, dated October 27, 1987, the property owner must obtain Detailed Site Development Plan approval by the City Plan Commission and City Council prior to the issuance of any building permits for the subject property.

particular piece of property. Detailed site development plans are not required for any projects for development in the Mixed-Use District (RMU, GMU and IMU) or for any other projects other than those located in special purpose districts or as otherwise required herein.	
Compatibility with Zoning Regulations: The zoning district permits the proposed use, and all applicable regulations are met **C-3 (Commercial) District:** The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The subject property is proposing the use of apartment/multifamily which is permitted by right in the C-3 (Commercial) zone district.
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.	There are no Historic Districts or Special Designations on the subject property.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the special permit.	There are no anticipated adverse impacts from the approval of the Detailed Site Development Plan.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Property is adjacent to Desert Pass Street, a minor arterial as identified in El Paso Major Thoroughfare Plan (MTP). Access to the subject property is proposed from Gem Street which is designated as collector street in the City of El Paso's Major Thoroughfare Plan (MTP). While there are no bus stops within a walkable distance (0.25 miles), the nearest stop is approximately 0.52 miles away on Mesa Street. Although sidewalks are not currently present along Gem Street, they shall be constructed as part of the proposed development to improve pedestrian accessibility. Existing sidewalks are available on surrounding streets.

PUBLIC COMMENT: Notices are not required per El Paso City Code Section 20.04.150.

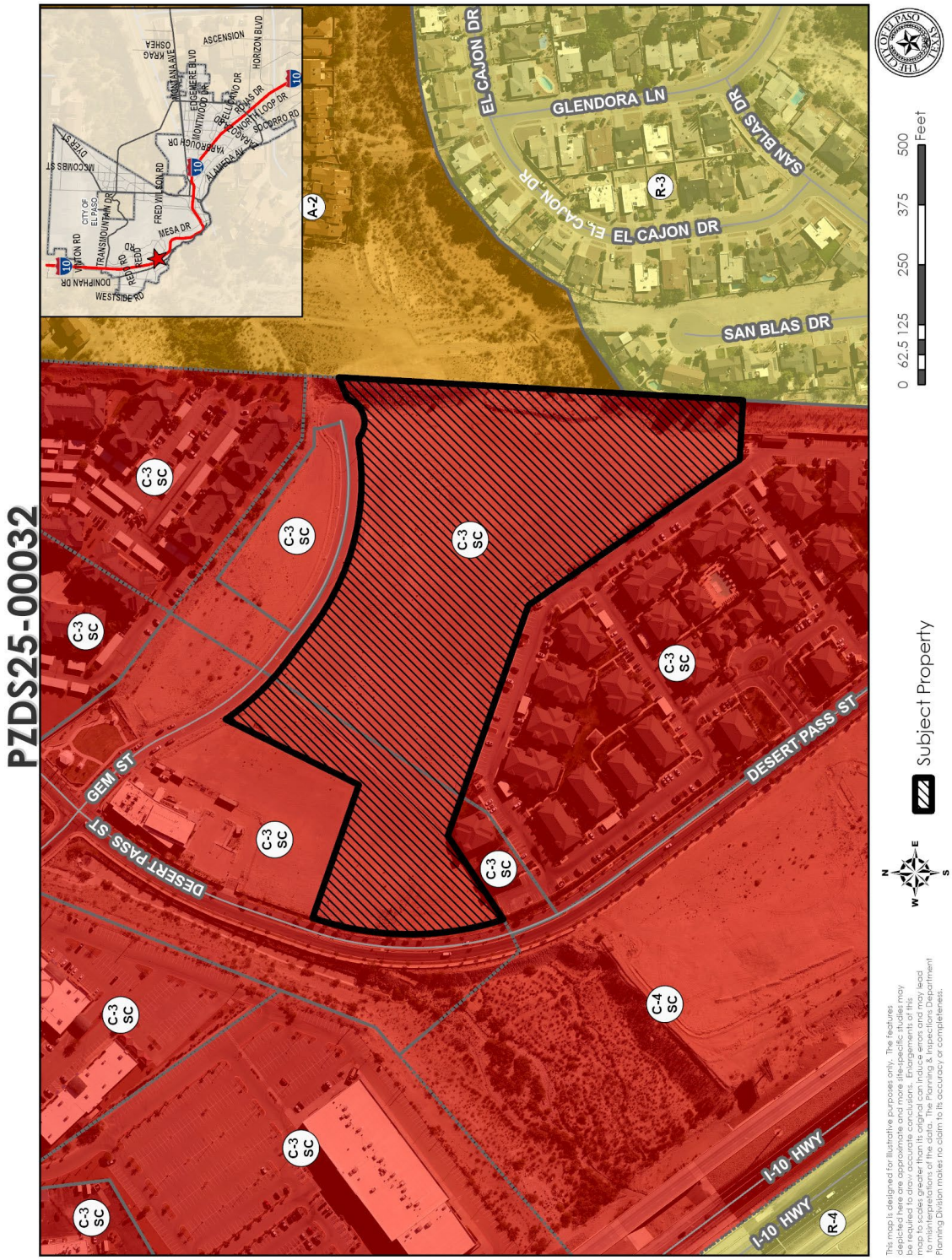
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Approve/Recommend Approval** of the Detailed Site Development Plan, 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. **Approve/Recommend Approval of the Detailed Site Development Plan 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. **Deny/Recommend Denial** of the Detailed Site Development Plan, 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 Plan
3. Elevations
4. Ordinance No. 9198
5. Department Comments

ATTACHMENT 1



ATTACHMENT 2

ATTACHMENT 3

Typical Front Elevation

Typical Rear Elevation

NTS

ATTACHMENT 4

87-5313

009198

AN ORDINANCE CHANGING THE ZONING OF PORTIONS OF A.F. MILLER SURVEYS NO. 210 AND 213; A PORTION OF J.F. DRISCOLL SURVEY NO. 372; AND A PORTION OF C.A. ENGELFRUEND SURVEY NO. 112. THE PENALTY BEING AS PROVIDED IN SECTION 20.68.010 OF THE EL PASO CITY CODE.

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

That the zoning of portions of A.F. Miller Surveys No. 210 and 213; a portion of J.F. Driscoll Survey No. 372; and a portion of C.A. Engelfruend Survey No. 112, as more particularly described by metes and bounds in the attached Exhibit "A", be changed as follows:

Parcel No. 1: R-3 (Residential) to C-3 (Commercial)
Parcel No. 2: R-3 (Residential) to A-O (Apartment/Office)
Parcel No. 3: R-3 (Residential) to A-2 (Apartment)
Parcel No. 4: R-3 (Residential) to C-4 (Commercial)
Parcel No. 5: R-3 (Residential) to A-2 (Apartment)
Parcel No. 6: R-3 (Residential) to R-3A (Residential)

within the meaning of the zoning ordinance, subject to a special contract placing certain restrictions, conditions and covenants on the property, and that the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 27th day of October, 1987.

Jonathan W Rogers
Mayor

ATTEST:
Carole Hunter
City Clerk

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED:
7-25-89 JR
7-25-89 [illegible]
7-25-89 Bldg.
7-25-89 CONTROL
R Gonzales

APPROVED AS TO FORM:
C. Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:
Roy Gilyard
Department of Planning, Research and Development

ZNG3:5313.87

I certify that the zoning map has been revised to reflect the amendment of ordinance 09198
009198 R Gonzales Date 7-25-89

RECEIVED
MAY 22 1989
PLANNING DEPT.
LAND DEVELOPMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT made this 9th day of May, 1989, by and between INTERNATIONAL CITY DEVELOPERS, INC., First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for the rezoning of portions of A.F. Miller Surveys No. 210 and 213; a portion of J.F. Driscoll Survey No. 372; and a portion of C.A. Engelfruend Survey No. 112, City and County of El Paso, Texas, which is more particularly described by metes and bounds in the attached Exhibit "A" which is made a part hereof by reference. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned as follows:

Parcel No. 1: R-3 (Residential) to C-3 (Commercial)
Parcel No. 2: R-3 (Residential) to A-O (Apartment/Office)
Parcel No. 3: R-3 (Residential) to A-2 (Apartment)
Parcel No. 4: R-3 (Residential) to C-4 (Commercial)
Parcel No. 5: R-3 (Residential) to A-2 (Apartment)
Parcel No. 6: R-3 (Residential) to R-3A (Residential)

within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. Prior to the issuance of a building permit for any parcel, a subdivision plat must be filed of record for that particular parcel.

2. The maximum height of any buildings constructed on those portions of Parcels 3 and 5 which abut Sandcastle and Coronado Hills Subdivisions, or any buildings constructed on Parcel 4, shall not be higher than the finished grade of these two subdivisions.

3. Prior to the issuance of a building permit for Parcels 3, 4 and 5, a detailed site development plan must be approved by the City Plan Commission and the Mayor and City Council.

4. Any subdivision plat(s) approved for Parcel 5 (A-2) must provide for the dedication, improvement and extension of Alto Mesa Drive, to Resler Drive.

5. The extension of Marcena Drive through Parcel 5 is prohibited.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity or necessitating the amendment of the ordinance passed by the City Council embodying this change of zoning and subject to this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

SIGNATURES CONTINUE ON NEXT PAGE

FIRST PARTY:
INTERNATIONAL CITY DEVELOPERS, INC.

By _____

Title Vice - pres

ATTEST:

N/A
Secretary

SECOND PARTY:
THE CITY OF EL PASO

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning,
Research and Development

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 11th day of May, 1989, by John C. Foster as Vice-President on behalf of INTERNATIONAL CITY DEVELOPERS, INC.

GLORIA T. ALVARADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 4/6/91

Notary Public, State of Texas
Notary's Printed or Typed Name:
GLORIA T. ALVARADO

My Commission Expires:

ACKNOWLEDGEMENTS CONTINUE ON NEXT PAGE

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request. The proposed use is permissible by right in the C-3 (Commercial) zone district and is compatible with surrounding developments. The proposed development meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

Provide accessible route from public right of way to property.

Note: Comments to be addressed at the permitting stage.

Planning and Inspections Department – Land Development

1. Show proposed drainage flow patterns with arrows on the Detailed site plan (How are you addressing the water run-off) and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision, including calculations at the time of grading permit.
2. Provide a 5ft sidewalk abutting the property lines (Gem St), including directional ADA ramps.
3. Provide driveway width of 25ft min. to 35ft max. in a commercial area (6-16 Driveway Approaches, Appendix A, Street Design Manual).
4. In the detailed site plans shows a drainage system parallel Desert Pass St. on Lot 3 Desert Pass Subdivision Unit 6 to discharge water runoff from Desert Pass Subdivision #2 to Desert Pass Subdivision #6, please include the drainage easement in Lot 3, Block 2, Dessert Pass Subdivision Unit 6, in the final Plat or by separate instrument.

Note: Comments to be addressed at the permitting stage.

Fire Department

No comments received.

Police Department

No comments received.

Environment Services

No comments.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

Install 5-foot sidewalks on Gem St. north of development abutting property lines.

Streets Lighting:

Does not object to this request.

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.

Streetlights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination

system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.
City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
No comments.

El Paso Water
EPWater does not object to this request.
There is an existing 8-inch diameter water main along Desert Pass Street located approximately 22-feet west of the property line. This main is available to provide service.
There is an existing 8-inch and 6-inch diameter water main along Gem Street located approximately 4-feet north of the property line. These mains are available to provide service.

Previous water pressure readings from fire hydrant # 11874 located on Gem Street 830-feet east of Desert Pass Street, has yielded a static pressure of 142 psi, a residual pressure of 124 psi, and a discharge of 1,838 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 Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main that extends along Desert Pass Street located 53-feet west of the property. This main is available to provide service.

There is an existing 8-inch diameter sanitary sewer main that extends along Gem Street located 23-feet north of the property. This main is available to provide service.

There is an existing 8-inch diameter sanitary sewer main that extends along the 20-feet PSB easement east of and parallel to Desert Pass St. This main is available to provide service and extensions.

General
No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated to public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater-PSB requests that site be graded so that sanitary sewer may be provided by gravity.

EPWater requires a new service application to provide additional 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:
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.

Texas Department of Transportation
No TXDOT comments as there appears to be no work affecting the ROW.

El Paso County Water Improvement District #1
No comments received.

EXHIBIT "A"

DESERT PASS UNIT SIX
DETAILED SITE PLAN

BEING LOT 3, BLOCK 2, DESERT PASS UNIT SIX,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

Typical Front Elevation
NTS

Typical Rear Elevation
NTS

DESERT PASS SUBDIVISION UNIT FOUR
File No. 20210096242

DESERT PASS SUBDIVISION UNIT FIVE
File No. 20220095093

DESERT TRAIL SUBDIVISION UNIT TWO
VOL. 80, PG. 41

DESERT PASS ST. (COLLECTOR)

GEM ST. (NON-RESIDENTIAL COLLECTOR)

220 DESERT PASS

A.F. MILLER SURVEY NO. 210

TRACT 15Q7
OWNER: QUINTA CAPITAL LLCGERALD
FILE # 20190028023

PARKING INFORMATION

TOTAL SITE: 546,121.18 SQ. FT. ~ 12.537 Ac.
TOTAL BUILDING: 129,050.00 SQ. FT.

APARTMENTS

TOTAL BUILDINGS PROPOSED:	22
TOTAL UNITS PROPOSED:	212
TOTAL 1 BEDROOM UNITS PROPOSED:	92
PARKING REQUIRED BY CITY CODE:	138
TOTAL 2 BEDROOM UNITS PROPOSED:	88
PARKING REQUIRED BY CITY CODE:	176
TOTAL 3 BEDROOM UNITS PROPOSED:	32
PARKING REQUIRED BY CITY CODE:	64
TOTAL PARKING REQUIRED BY CITY CODE:	378
HANDICAP PARKING REQUIRED:	8
BICYCLE PARKING REQUIRED:	19

PARKING PROVIDED

SURFACE PARKING:	446
SURFACE ACCESSIBLE:	11
TOTAL PARKING PROVIDED:	457
TOTAL BICYCLE PARKING PROVIDED:	24

TYPICAL PARKING DIMENSIONS:

STALLS : 9 FT. BY 18 FT.
BICYCLE: 24" BY 75"

REQUIRED LANDSCAPING

LANDSCAPING SHALL COMPLY WITH EL PASO CITY CODE 18.16

TOTAL SITE: 546,121.18 SQ. FT. ~ 12.537 AC.

TOTAL SITE REQUIRED:
(SQ.FT. OF SITE LESS BLDG. SQ.FT. X 15%) = 62,561 S.F.

TOTAL SITE PROPOSED: 196,800 S.F.

DECIDUOUS OR CANOPY TREES	63 - 2" CALIPER
STREET TREES EXISTING	6
SHRUBS	1,251 - 5 gal. (1'x1')
GROUNDCOVER	6,256 s.f. MIN.

ONE DECIDUOUS OR EVERGREEN TREE HAVING A MINIMUM TWO INCH CALIPER AND 10' AT THE TIME OF PLANTING.

SHADING SHALL BE REQUIRED FOR PARKING LOTS AND VEHICULAR USE AREAS THAT ARE LOCATED WITHIN THE PROJECT, WITH TEN PARKING SPACES OR MORE SHALL BE PROVIDED WITH AT LEAST ONE PARKING LOT TREE FOR EVERY TEN PARKING SPACES. CANOPY TREES REQUIRED BY CITY CODE: 46

SUBSTITUTION AS PER EL PASO MUNICIPAL ORDINANCE 18.46.090 SECTION 1

TREES AS PER "RECOMMENDED TREES FOR EL PASO" WEST TEXAS URBAN FORESTRY COUNCIL.

KEY NOTES

1. PROPOSED SIDEWALK W/ STANDARD CURB
2. PROPOSED SIDEWALK (5'W)
3. PROPOSED RETAINING WALL (6'H)
4. PROPOSED ADA RAMP
5. PROPOSED PAVEMENT
6. PROPOSED LANDSCAPE
7. EXISTING CURB & GUTTER
8. WHEEL STOPS
9. PROPOSED CONCRETE DRIVEWAY
10. EXISTING SIDEWALK (5'W)
11. PROPOSED GATE (6'H)
12. EXISTING ROCK WALL (6'H)
13. PROPOSED DUMPSTER ENCLOSURE (12'W x 12'L x 6.7'H)
14. EXISTING LIGHT POLE
15. EXISTING FIRE HYDRANT
16. PROPOSED SWALE
17. EXISTING MANHOLE
18. PROPOSED CONCRETE DRIVEWAY
19. PROPOSED WROUGHT IRON FENCE
20. EXISTING CURB AND GUTTER TO BE REMOVED
21. PROPOSED CURB AND GUTTER
22. EXISTING ROCKWALL TO BE REMOVED
23. PROPOSED FLUME WITH TREAD PLATE
24. PROPOSED STEPS
25. EXISTING WING WALL
26. EXISTING 36"Ø PIPE
27. EXISTING HEAD WALL

C3 SETBACKS

FRONT YARD	0 ft.
REAR YARD	25 ft.
SIDE YARD	5 ft.
SIDE BUTTING STREET	10 ft.
BUILDING MAX. HEIGHT	35 ft.

NOTE:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48214 0027 D, DATED JANUARY 3, 1997 THIS PROPERTY IS IN FLOOD ZONE: C

NOTE:
ALL EXISTING AND PROPOSED SIDEWALKS, BARRIERS, FREE RAMPS, HANDICAP PARKING, CROSSWALKS, DRIVEWAYS AND ACCESSIBLE ROUTES SHALL COMPLY WITH A.D.A T.A.S. AND CITY OF EL PASO REQUIREMENTS. EXISTING INFRASTRUCTURE NOT COMPLYING SHALL BE REMOVED AND REPLACED TO MEET STANDARDS.

LEGEND

- BOUNDARY LINE
- PROPOSED BUILDING
- PROPOSED CLUBHOUSE
- PROPOSED PAVEMENT
- PROPOSED LANSCAPING
- PROPOSED CONCRETE
- PROPOSED CHAT AND WALKING PATH
- CURB AND GUTTER
- PROPOSED ROCKWALL
- [1] KEY NOTE
- RAMP
- DRAINAGE ARROWS

AREA SCHEDULE

BUILDING TYPE	S.F.	No. UNITS	DIMENSIONS WIDTH (W) - DEPTH (D)
I	4,280	56	W 63.6'± Max.- 51.9'± Min. D 70'± Max. - 60.2'± Min.
II-A	6,568	40	W 69.9'± Max.- 45.4'± Min. D 109.5'± Max.- 98.3'± Min.
II-B	6,564	84	W 69.9'± Max.- 45.4'± Min. D 109.5'± Max.- 98.3'± Min.
III	6,028	32	W 69.9'± Max.- 50.4'± Min. D 98.4'± Max.- 80.9'± Min.

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

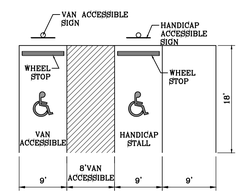
1/18/2026
DATE

APPLICANT

Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

GRAPHIC SCALE
50' 0 25' 50' 100'
SCALE: 1"=50'



TYPICAL HANDICAL PARKING
SCALE: 1"=4'

STATE OF TEXAS
YVONNE CONDE CURRY
64648
LICENSED PROFESSIONAL ENGINEER

File #: 26-0224, **Version:** 4

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
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 Consor North America, Inc. an Oregon, USA, Foreign For-Profit Corporation, Authorized to Transact Business in Texas, for a project known as "2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements" for an amount not to exceed $424,916.80; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $524,916.80; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement Department

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

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

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

DISTRICT(S) AFFECTED: All

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 Consor North America, Inc. an Oregon, USA, Foreign For-Profit Corporation, Authorized to Transact Business in Texas, for a project known as "2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements" for an amount not to exceed $424,916.80; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper

ISSUE STATEMENT:

City Council is asked to approve the award of a professional services contract for the City-Wide Park Safety Intersection Improvements Project. Approval will allow the City to proceed with the traffic engineering and design services to improve safety and accessibility near local parks.

BACKGROUND:

The City Council's approval of this contract supports the Vision Zero Action Plan, which aims to improve safety and reduce traffic-related incidents. The project focuses on "Safe Routes to Parks" by implementing proven safety measures at high-risk intersections near priority parks. Benefits include:Enhanced pedestrian and traffic safety through improvements like traffic calming, curb extensions, high-visibility crosswalks, and signage.

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:

05/28/2025 - a Resolution to authorize implementation of intersection safety improvements surrounding priority parks and recreation facilities in a manner consistent with the language of the 2022 Community Progress Bond totaling $5,800,000

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:

$424,916.80 - Community Progress Bond

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

Evaluation Summary

FOR MORE INFORMATION:

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

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

SIGNATURE: Maria O. Pasillas 2026.01.20 09:16:08 -07'00'

(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 **Consor North America, Inc.** an Oregon, USA, Foreign For-Profit Corporation, Authorized to Transact Business in Texas, for a project known as "2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements" for an amount not to exceed $424,916.80; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $524,916.80; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
Yvette Hernandez
City Engineer

HQ 6397 | Tran #639945 | CID
Consor Engineering, LLC- Resolution
RAB

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

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0590R
TRAFFIC ENGINEERING AND DESIGN SERVICES FOR CITY-WIDE PARK SAFETY INTERSECTION IMPROVEMENTS

CONSULTANT	CEA	CONSOR	GFT	GRV	LEC	MOLZEN CORBIN
Rater 1	71	81	75	73	72	72
Rater 2	85	90	76	82	82	90
Rater 3	80.5	81.5	82	68	68	69.5
Total Rater Scores	**236.5**	**252.5**	**233**	**223**	**222**	**231.5**
References	8.03	8.01	6.28	7.55	9.7	9.9
Overall Score:	**244.53**	**260.51**	**239.28**	**230.55**	**231.7**	**241.4**
	2	1	4	6	5	3

Rankings	Consultant
1	CONSOR
2	CEA
3	MOLZEN CORBIN

Rankings	Consultant
4	GFT
5	LEC
6	GRV

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 Consor North America, Inc., an Oregon, 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 **"2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements"** 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 **$424,916.80** 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 **$4,384,800.00**, 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:	Consor North America, Inc. Attn: Ricardo Prieto 1501 N. Mesa, Suite 100 El Paso, Texas 79902

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
City Engineer

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: Zina Schwartz
Title: Executive Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 21st day of January, 2026 by Zina Schwartz, Executive Vice President., on behalf of Consultant.

Erin Caulfield Lucas
My Commission Expires
9/25/2027
Notary ID126479657

_____
Notary Public, State of Texas

My commission expires:

9/25/2027

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements project (Solicitation #2025-0590R), will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) and related documents for safety improvements at the following park locations:

Park Name	Improvement Description
Salvador Rivas Jr.	Pedestrian crossing improvements at Tierra Cafe and Pebble Hills Intersection.
Pat O'Rourke Recreation Center	Curb extension treatment on all four adjacent intersections to Pat O'Rourke Recreation Center.
Joey Barrraza and Vino Memorial	Improved crossing and pedestrian safety at Rick Husband and Redstone Peak Place intersection.
Armijo	Hawk on Olivas V Aoy Ave in front of Aoy Elementary School.
Pavo Real	Pedestrian crossing and intersection safety improvements at Alameda/ Presa, Alameda/Gasper & Presa/Leonardo intersections.
Paso Del Norte Trail	Pedestrian crossing and intersection safety improvements at Carolina Dr/ Playa Drain & Durrill Rd/Playa Drain intersections.
Hidden Valley	Improved southbound pedestrian and cycling crossings at Alameda/George Orr Road and Alameda/N Carolina Road Intersection.
Washington Park	Sidewalk connectivity and ADA improvements.
Sandstone Ranch Estates Park	Traffic calming on Marcus Uribe and pedestrian crossing improvements at Marcus Uribe/Manuel Gameros Drive & Marcus Uribe/Marcus Lucero intersections.
Mundy Park	Curb extensions and improved pedestrian crossings at Porfirio Diaz/Prospect, Porfirio Diaz/Upson, Porfirio Diaz/Yandel, Yandel/Prospect and Prospect/Lawton intersections.
Mountain View Skate Park	Improved access and safety for pedestrians at Tetons/Diana, Hercules/Diana, Hercules/Pandora intersections and midblock along Hercules.
Memorial Park	Improved access and safety for pedestrians at Copper/Grant and Copper/Copia intersections.

Consor (The Engineer) shall coordinate all tasks and assignments with the City of El Paso's Project Manager (The City).

Investigation:
The Engineer is responsible for meeting with the city and stakeholders to obtain all necessary design standards and specifications including the City's adopted Street Design Manual, Comprehensive Plan, Major Thoroughfare Plan, Bike Plan, Design Standards for Construction and Grading, Complete Streets Policy, CID Drawings guidelines, CNU/ITE Designing Walkable Urban Thoroughfares (2017), National Association of City Transportation Officials (NACTO) guidelines in the Urban Street and Bicycle Design Guides, COEP Vision Zero Action Plan and USDOT-proven safety countermeasures among others.

Design:
Design shall meet all City requirements for the project and shall be performed in phases as presented in the solicitation.

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso. In addition, the Engineer shall be responsible for necessary TDLR fees and registration.
Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Urban Bikeway Design and Urban Street Design Guide. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances.

Early in the design the Engineer shall coordinate selection of materials and equipment with the City support departments.

For this scope the engineer will include the following design services: Feasibility Studies, Roadway Design, Drainage Verification & Minor Drainage Design (if necessary), Traffic Design, Surveying, Storm Water Pollution Prevention Plan Design, and Construction Phase Services.

Project Management & Administration:
Contract Management & Administration
The Engineer shall:

A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.
B. Act as an agent for the City when specified in this work authorization.
C. Notify the City of its schedule, in advance, for all field activities.
D. Prepare monthly written progress reports.
E. Develop and maintain a detailed project schedule to track project conformance for the project. The schedule submittals shall be hard copy and electronic format.
F. Meet on a scheduled basis with the City to review project progress.
G. Prepare, distribute, and file both written and electronic correspondence.
H. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

Feasibility Studies

Preliminary Engineering; Feasibility Studies:

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to safety analytics, design criteria summary, recommended USDOT proven safety countermeasures based on safety analytics, crash history and field investigations, ADA inventory, and opinion of cost for construction of the project.

Roadway Design:

Geometric Design:

The engineer shall provide geometric layouts in Open Road Designer.

Minor Roadway Design:

The Engineer shall perform field work and analysis necessary to design the minor roadway elements for designated locations and sections of roadways.

The Engineer shall:

1. Perform field work and analysis necessary to design the minor roadway elements at the designated location.

2. Develop horizontal Alignment.

3. Develop typical sections (when required). The existing typical section should be shown with current roadway characteristics (pavement, right of way, etc.). The proposed typical sections will be shown with all related pertinent information (pavement section, right of way, etc.) for the proposed roadway construction. Typical sections will include width of travel lanes, shoulders, border widths, curb offsets, and ROW. The typical section can also include, centerline, pavement structure, and side slopes

4. Prepare layouts for element design in accordance with the applicable requirements of the City's Specifications and Manuals (latest revision) as provided by the City and available on the City's website. The design shall be in accordance to applicable manuals and the American Association of State Highway and Transportation Officials (AASHTO) Green Book. The plan view shall contain the following design elements:
    A. Calculated roadway centerlines for mainlanes and cross streets, as applicable.
    B. Pavement edges for all improvements.
    C. Lane and pavement width dimensions.
    D. The geometrics of mainlanes and cross streets.
    E. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
    F. ROW lines.
    G. Existing utilities and structures.
    H. Radii call outs, curb location and pedestrian facilities.

5. Prepare and incorporate into the design pedestrian and bicycle accommodations facilities. All pedestrian and bicycle accommodation facilities must be designed in accordance with the latest *Public Right-of-Way Accessibility Guidelines (PROWAG)*, the *Texas Accessibility Standards (TAS)*, and the *AASHTO Guide for the Development of Bicycle Facilities* and any applicable manuals.

6. Prepare Plans, Specifications, and Estimates (PS&E) Package according to current city guidelines. Develop necessary specifications and the appropriate reference items. Prepare General Notes and Specifications for inclusion in the plans and bidding documents. Provide General Notes and Specifications in the required format.

7. Provide copies of design layouts.

8. Provide copies of the PS&E Package.

9. Provide electronic files of the design and PS&E Package (design & as built).

Plan Preparation:
The engineer shall develop plan sheets which shall contain but not limited to a title sheet, index of sheet, general notes sheets, estimate and quantity sheets, alignment data, removal sheets, EPIC sheet, design standards and detail sheets for submittal packages milestones 60%, 90%, 100% design phases.

Construction Schedule:
The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow Engineer to prepare a current market cost estimate at the final design phase submittal.

Minor Drainage Design:
Data Collection:

A. Perform site visits to observe current conditions and document field inspections with digital photos.

Drainage Studies:

A. Consider pre-construction and post constructions conditions in the study.
B. When pedestrian and/or roadway improvements impede existing drainage, develop countermeasures to allow for positive drainage.

Traffic Design:
Signing:
The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

A. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
B. Designate the shields to be attached to guide signs.
C. Illustrate and number the proposed signs on plan sheets.
D. Select each sign foundation from City and/or State Standards.

Pavement Marking:

A. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and/or State standards.
B. The Engineer shall provide the following information on sign and pavement marking layouts:
    1. Roadway layout.
    2. Center line with station numbering.
    3. Designation of arrow used on exit direction signs
    4. Culverts and other structures that present a hazard to traffic.
    5. Location of utilities.
    6. Existing signs to remain, to be removed, to be relocated or replaced.
    7. Proposed signs (illustrated, numbered and size).
    8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
    9. Proposed overhead sign bridges, indicating location by plan.
    10. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
    11. Quantities of existing pavement markings to be removed.
    12. Proposed delineators, object markers, and mailboxes.
    13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
    14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
    15. Right-of-way limits.
    16. Direction of traffic flow on all roadways.

Traffic Signals:

The Engineer shall identify and prepare Traffic Signal Plans for the locations with proposed High-Intensity Activated Crosswalks (HAWK). Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per the City and State recommendations and standards.

The Engineer shall provide the following information in the Traffic Signal Plans:

A. Layout
    1. Estimate and quantity sheet
        a. List of all bid items
        b. Bid item quantities
        c. Specification item number
        d. Paid item description and unit of measure
    2. Basis of estimate sheet (list of materials)
    3. General notes and specification data.
    4. Condition diagram
        a. Highway and intersection design features
        b. Roadside development
        c. Traffic control including illumination

5. Plan sheet(s)
    a. Existing traffic control that will remain (signs and markings)
    b. Existing utilities
    c. Proposed additional traffic controls
6. Notes for plan layout
7. Phase sequence diagram(s)
    a. Signal locations
    b. Signal indications
    c. Phase diagram
    d. Signal sequence table
    e. Flashing operation (normal and emergency)
    f. Preemption operation (when applicable)
    g. Contact responsible Agency to obtain interval timing, cycle length and offset
8. Construction detail sheets(s)
    a. Poles (City and/or State standard sheets)
    b. Detectors
    c. Pull Box and conduit layout
    d. Controller Foundation standard sheet
    e. Electrical chart
9. Marking details (when applicable)
10. Aerial or underground interconnect details (when applicable)

B. General Requirements
1. Contact local utility company
    a. Confirm power source
2. Prepare governing specifications and special provisions list
3. Prepare project estimate
4. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.

C. Summary of Quantities
1. Small signs tabulation
2. Large signs tabulation including all guide signs

D. Sign Detail Sheets
1. All signs except route markers
2. Design details for large guide signs
3. Dimensioning (letters, shields, borders, etc.)
4. Designation of shields attached to guide signs

Illumination:

The Engineer shall perform field work and analysis necessary to design illumination plans for designated locations and /or sections of roadways.

The Engineer shall:

1. Perform field work that may include but not be limited to taking measurements, locating utilities, locating existing illumination equipment, identifying existing conditions, and taking digital photos of the locations.

2. Prepare layouts for safety and/or continuous illumination design according to current State specifications, district format, and approved city preferences.

3. Prepare photometric data layout and submit for review and approval before detail design.

4. Prepare PS&E Package in accordance with the applicable requirements of the city's Specifications and Manuals (latest revision) as provided by the city and available on the city's website.

5. Provide copies of the illumination design layouts.

6. Contact the local utility company to confirm electrical power for illumination equipment and identify conflicts with overhead and underground utility lines. Obtain meter address from City. Identify utility company, contact person, and phone number on plans.

7. Perform revisions to the plans due to any comments received from the City.

8. Verify that proposed illumination work meets the requirements of the National Electrical Code.

9. Provide copies of the PS&E Package.

10. Provide electronic files of the design and PS&E Package.

Surveying:

GRV Integrated Solutions LLC

Utility Management & Coordination:

Utility Services and Utility Easements:

Based on the design, the Engineer shall coordinate with all utilities stakeholders, including but not limited to the Public Service Board (PSB), Texas Gas, El Paso Electric, and TxDOT that will be affected by the proposed improvements. The Engineer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Engineer will not pull the installation of service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the Engineer by or before the construction documents are submitted for bid advertisement. The Engineer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The Engineer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. Resler Blvd. Extension will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these design into the final construction documents for bid advertisement under this scope.

700.2 Utility Coordination:

The Engineer shall be responsible to coordinate design efforts with all affected utility companies.

The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Engineer shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the Engineer and utility companies the need and extent of relocation shall be determined. If a dispute arises the Engineer shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. The Engineer shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

Storm Water Pollution Prevention Plan (SW3P):

Storm Water Pollution Prevention Plan:

The Engineer shall prepare and provide a storm water pollution prevention plan. The Engineer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

ADA Compliance & Requirements:

ADA Compliance and Requirements:

The Engineer shall include and comply with ADA, T.A.S, PROWAG and Texas Department of Licensing and Regulation requirements. Under this contract the Engineer will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The Engineer shall comply with RAS design comments.

Bid & Construction Phase Service:

Bid Phase Services:

The Engineer shall submit the following for bidding:

A. Full and complete sealed set of drawings both in hard copy and electronic format
B. Full and complete sealed set of technical specifications (latest TxDOT specifications) both in hard copy and electronic format
C. Detailed scope of work both in hard copy and electronic format
D. Detailed unit price bid proposal form, both in hard copy and electronic format
E. Detailed real world value cost estimate in hard copy

During the bidding process, the Engineer shall assist the Owner with but not limited to the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract.

Construction Phase Services:

During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

A. Responding to all questions from the contractor (requests for information, RFIs)
B. Providing advice and recommendation to the Owner
C. Reviewing contractor technical submittals
D. Participate in "punch list" inspection and provide punch list to Owner
E. Produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.
F. Attend the weekly construction meeting, to be scheduled by the City Project Manager.

Upon request, The Engineer shall provide the following:

A. Respond to Requests for Information (RFIs) within three (3) business days.
B. Conduct weekly project site visits and produce a project observations report within three (3) business days of the project site visit.
C. Review and approve contractor submittals and shop drawings within three (3) business days at a maximum, or within a schedule previously agreed established by the City Project Manager.
D. Participate in punch list inspections as scheduled by the City Project Manager.

Subsurface Utility Engineering:

Refer to Cobb Fendley Attachment

Planning:
The Engineer shall present design to City of El Paso Bicycle Advisory Committee. The Engineer shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. Sole sourcing will not be allowed. The Engineer shall prepare both design and performance specifications.

Design Analysis:
The Engineer shall perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:
The Engineer shall prepare and provide technical specifications. The specifications shall be based on latest TxDOT specifications. No sole sourcing shall be allowed. All specifications must include the type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The Engineer shall provide both design and performance specifications. Sole sourcing will not be allowed. Engineer to coordinate with directed furniture and equipment vendor to develop performance specifications.

Building Permits, Special Permits, and Other Land Use Permits:
The Engineer shall be responsible for complying with all local, state, and federal building codes. The Engineer shall be responsible for submitting required sets to City of El Paso Development Department for review and approval during final design phase period. The Engineer shall be responsible for obtaining approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Engineer is responsible to follow up review and approval process with the City of El Paso Planning and Inspections Department. After approval the Engineer will pick up approved plans and store them in a safe place. The Engineer shall not be

responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. The City of El Paso Planning and Inspections Department shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements when applicable.

The Engineer shall be responsible when applicable for the preparation all documents that include but are not limited to; metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits. The Engineer shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

PRODUCTS REQUIRED:
Drawings and Specifications:

Pre-Design Report
The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 60% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Safety Analytics
- Evaluate street alignment
- Safety Audit/Analysis
- Develop Safety Countermeasure Options
- Evaluate bicycle and pedestrian improvements
- Existing ADA inventory
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements

60% Design:
The firm shall submit the following pre-final design phase submittal, as applicable:

•Coversheet and Index of drawings (100% complete)
•Architectural Plan and Details (75% complete)
•Demolition Plan (100% complete)
•General Notes (90% complete)
•Typical Construction Details (100% complete)
•Special Construction Details (75% complete)
•Site Plan (95% complete)
•Structural Plan (75% complete)
•Civil Plan (75% complete)
•Mechanical and Plumbing Plan (75% complete)
•Electrical Plan (75% complete)
•Photometric (Lighting) Plan (75% complete)
•Grading and Drainage Plan (75% complete)

•Outline of Technical Specification (100% complete)
•Technical Specifications (75% complete)
•Cost estimate
•Quantity Summary Sheet (95%)
•Interior Design/Finish Schedule (Color boards, materials, and finish schedules)
•Utility Clearance Letter/Certificates
•Contract Time Determination

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:
The firm shall re-submit the 95% documentation with City comments addressed.
Bidding and Construction:
The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.
The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.
After bid opening, the firm shall provide all documentation required for State concurrence, these items include:
Engineer's Cost Estimate line item review
Engineer's Bid Tab review and recommendation letter
During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend to construction project's meetings
- Provide final report of RAS Inspection

- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

- **Preliminary Design Phase: 60 consecutive calendar days**
- **60% Design Phase: 75 consecutive calendar days**
- **100% Bid Phase (Signed and Sealed) 45 consecutive calendar days**

EXHIBIT A
SCOPE OF WORK
2025-0590R-SAFE-ROUTES-TO-PARKS

TOPOGRAPHIC SURVEYS FOR 23 INTERSECTIONS AND 3 MID BLOCKS (75' LENGTH)

TASK 100 – PROJECT MANAGEMENT

100.1 Perform contract administration and management duties, attend progress meetings, prepare monthly progress reports, prepare invoices and prepare meeting summaries.

100.2 Conduct record drawings research. Request record drawings from utility agencies.

TASK 200 – TOPOGRAPHIC SURVEYS FOR 23 INTERSECTIONS

200.1 Established horizontal and vertical controls for each intersection.

200.2 Conduct field work required for topographic surveys. The topographic survey shall include as a minimum:

a. Topographic survey limits at each intersection will be 100' length from the intersection centerline and run along each leg of the intersection.
b. The apparent right-of-way, all features within the right-of-way, and any relevant features for the roadway corridor within the project limits.
c. The survey shall include all visible topographical features including, but not limited to, roadway centerlines, roadway edges, curb lines, driveways, sidewalks, ramps, traffic islands, fences, walls, trees, guardrails, ditch lines, ditch banks, inlets, manholes, pipes, culverts, any other visible drainage and irrigation structures.
d. All existing traffic control devices such as traffic signs, pavement markings, signal poles, signal cabinets and ground-boxes shall be included.
e. Relevant features within 10 feet outside the ROW, such as edge lines of buildings, canopies, parking areas and fences, large signs, etc.
f. Visible utilities, public and private, including utility poles, guy wires, overhead lines, pedestals, cabinets, markers, regulators, meters, valves, fire hydrants, manholes, junction boxes, inlets, etc.
g. Underground utility lines, public and private, as marked on the ground by the respective utility companies.
h. Underground storm sewer and sanitary sewer lines shall also be verified by opening manholes (if accessible).

200.3 Download daily data and begin processing for preparation of the CAD drawing.

200.4 Prepare the CAD drawing for the 23 intersections.

TASK 300 – TOPOGRAPHIC SURVEYS FOR 3 MID BLOCKS (75' LENGTH)

300.1 Established horizontal and vertical controls for each location.

300.2 Conduct field work required for topographic surveys. The topographic survey shall include as a minimum:

a. Topographic survey limits at each segment will be a length 75'.

b. The apparent right-of-way, all features within the right-of-way, and any relevant features for the roadway corridor within the project limits.
c. The survey shall include all visible topographical features including, but not limited to, roadway centerlines, roadway edges, curb lines, driveways, sidewalks, ramps, traffic islands, fences, walls, trees, guardrails, ditch lines, ditch banks, inlets, manholes, pipes, culverts, any other visible drainage and irrigation structures.
d. All existing traffic control devices such as traffic signs, pavement markings, signal poles, signal cabinets and ground-boxes shall be included.
e. Relevant features within 10 feet outside the ROW, such as edge lines of buildings, canopies, parking areas and fences, large signs, etc.
f. Visible utilities, public and private, including utility poles, guy wires, overhead lines, pedestals, cabinets, markers, regulators, meters, valves, fire hydrants, manholes, junction boxes, inlets, etc.
g. Underground utility lines, public and private, as marked on the ground by the respective utility companies.
h. Underground storm sewer and sanitary sewer lines shall also be verified by opening manholes (if accessible).

300.3 Download daily data and begin processing for preparation of the CAD drawing.

300.4 Prepare CAD Drawing of the 5 Mid Blocks surveyed (75 feet in length of each mid-block).

December 9, 2025

CONSOR Engineers
ATTN: Leo Ledesma, P.E. – Associate Vice President | Principal Project Manager
1501 N. Mesa Street, Suite 200
El Paso, TX 79902

VIA E-MAIL

Re: Subsurface Utility Engineering Services
City-Wide Park Safety Intersection Improvements, El Paso, TX

Dear Mr. Ledesma:

Cobb, Fendley & Associates, Inc. (Cobb Fendley) is pleased to provide this scope and fee for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Project Limits: A Total of three (3) Test Holes (SUE Level A) will be performed at selected locations by the Owner or CONSOR.

SCOPE OF SERVICES – SUE

CobbFendley personnel are certified in work zone safety and confined space entry. Permitting and standard traffic control, if required for this project, will be considered reimbursable expenses. Should 'non-standard' traffic control be required (police officer present, night work, arrow board, etc…) these services will also be considered extra.

All Subsurface Utility Engineering services are completed by CobbFendley employees and the work is performed in accordance with ASCE 38/02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

Quality Level D – Existing Records: Utilities are plotted from review of available existing records.

Quality Level C – Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B – Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. A more detailed description of our designating services is provided below.

Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through Test Holes and measuring and recording (to appropriate survey control) utility/environment data. A more detailed description of our test hole locating services is provided below.

SUE Level A: Locating (Test Hole)

CobbFendley will perform Utility Test Holes (potholes) at locations chosen by the Owner or CONSOR. For each requested Test Hole (TH), CobbFendley will use its vacuum excavation truck to safely remove material at each Test Hole location. **Each Test Hole will be performed to a maximum of Ten (10) feet.**

Prior to beginning field locating activities, CobbFendley's field manager will contact the applicable "One Call" agency and coordinate with utility owner inspectors as may be required by law or utility owner policy. Once these initial tasks are complete, the field manager and technicians will begin locating the specified utilities at the specified locations. Any pavement present will be neatly cut and removed, such that the cut does not exceed 0.10 square meters (1.076 square feet), unless unusual circumstances exist. Soil will then be safely removed using vacuum excavation techniques in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Once the subject utility is exposed, CobbFendley technicians will measure and record following data:

- Utility facility type and configuration;
- Utility facility material(s);
- Utility facility condition;
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems;
- Coating/wrapping information and condition;
- Elevation to top and bottom of utility;
- Elevation of existing grade over utility;
- Horizontal location;
- Pavement thickness and type, if present;
- Any unusual circumstances or field conditions.

Once data collection is complete, CobbFendley technicians will furnish and install a permanent above ground marker directly above center line of the utility facility. This marker will serve as a reference point to tie the vertical and horizontal location of the test hole to the project coordinate system and elevation datum. Each excavation will then be backfilled with native material, compact by mechanical means, and pavement/surface material restored. CobbFendley will also provide complete restoration of the surrounding work site and/or landscape to equal or better condition than before excavation.

CobbFendley is responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, Client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action is satisfactory.

CobbFendley will perform all surveying that is required for collection of location and elevation data at each test hole. A minimum of two benchmarks will be utilized. Elevations will be taken within an accuracy of 1-inch (2.54-cm) unless a more precise tolerance is specified.

Using the collected data, CobbFendley will develop an appropriately formatted data sheet for each completed test hole. The locations of each test hole will be mapped to the project coordinate system using the Clients preferred project control and CAD standards. The Client will provide CobbFendley a base map/topographic file in AutoCAD format for use in preparing the deliverable.

Fee Associated with SUE Level A Services: $7,187.50

Cost for any Additional Test Holes will be billed at $2,395.83 per Test Hole. This includes Project Administration, Coordination, Survey, CAD & Project Management.

Deliverables

SUE LEVEL "A" deliverables will include:

- Test Hole Data Sheets in PDF format;
- Test Hole locations drawing in AutoCAD Civil 3D format.

SUBSURFACE UTILITY ENGINEERING

CobbFendley

Assumptions

- Survey efforts included in fee shown above.
- Test Hole Data Sheets are included in fee shown above.
- Accessibility to the location of the Test Holes is available.
- Right-of-Entry (ROE) is provided.

Services to be provided by CONSOR

The Client shall furnish the following information, as available, at no cost to CobbFendley:

1. Provide plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations (if applicable).
2. Lists of utility and/or agency contact persons, if known.
3. Other available utility information or assistance as appropriate.
4. Provide utility line style and symbology CAD Standards, if desired.

Schedule

CobbFendley can commence work within two (2) weeks of receiving the signed Proposal & notice to proceed (NTP). Field work must be preceded by a "One Call" ticket and a mandatory 48-hour clearance period.

Basis of Compensation

The total estimated fee to complete the scope of work described herein is **$7,187.50.**

If this summary is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Jesus A. Ramos, Jr., P.E.
Senior Project Manager

Cc: Sean Wolfe, P.G., Principal-In-Charge

CONSOR Engineers

_____
Signature

_____
Name & Title

_____
Date

END OF SCOPE

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

CITY-WIDE PARK SAFETY INTERSECTION IMPROVEMENTS
EXHIBIT D

Firm Name: Consor Engineers, LLC.					
Exhibit D Fee Summary					
Project: City-Wide Park Safety Intersection Improvements					
Method of Payment: Specified Rate					
	Consor Engineers LLC	**Gannet Fleming**	**GRV Integrated Solutions LLC**	**Cobb Fendley**	**Julie Gered, RAS**
	(PRIME)	Traffic Engineering	Surveying	Subsurface Utility Engineering	TDLR
Genereal PS&E Services	$ 18,615.62				
Salvador Rivas Jr. Park	$ -	$ 29,985.00			
Pat O'Rourke Recreation Center	$ 33,348.51				
Joey Barraza and Vino Memorial Park	$ 14,497.49				
Armijo Park	$ -	$ 32,850.00			
Pavo Real Park	$ 26,877.76				
Paso Del Norte Trail	$ 14,406.82				
Hidden Valley Park	$ 14,449.33				
Washington Park	$ 19,355.50				
Sandstone Ranch Estates Park	$ 24,287.21				
Mundy Park	$ 40,159.42				
Mountain View Skate Park	$ 29,496.68				
Memorial Park	$ 17,116.42				
Bid Phase	$ 4,053.08				
Construction Phase Services	$ 24,397.06	$ 1,965.00			
Safety Studies	$ -				
Surveying Services	$ -		$ 68,092.90		
Subsurface Utility Investigation Services	$ -			$ 7,187.50	
TDLR Services	$ -				$ 1,800.00
ODE's	$ 1,975.50				
Sub Totals:	**$ 283,036.40**	**$ 64,800.00**	**$ 68,092.90**	**$ 7,187.50**	**$ 1,800.00**
Grand Total:	**$ 424,916.80**				

Specified Rate Fee Schedule Breakdown:	
Preliminary Engineering - Design Report Submittal	$ 146,247.36
60% Plan Submittal	$ 141,086.87
100% Plan Submittal	$ 105,191.93
Bid Phase Services	$ 4,053.08
Construction Phase Services	$ 26,362.06
ODEs	$ 1,975.50
Grand Total	**$ 424,916.80**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - General PS&E Services

	LABOR CLASSIFICATION															
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																
Project Management & Administration																
Coordination with the City	1			2										3		$595.20
Coordination with internal team and subconsultants	1			2										3		$595.20
Prepare monthly written progress reports	1												2	3		$425.14
Develop and maintain detailed project design schedule	1			1										2		$425.14
Develop and maintain detailed project budget	1													1		$255.08
Prepare, distribute and file written and electronic correspondence	1													1		$255.08
Sub contracts, monitor sub consultant activities, invoices	1												2	3		$425.14
SUBTOTAL	**7**			**5**									**4**	**16**		**$2,975.98**
PS&E Development																
Plan Preparation																
Title Sheet						1		1						2		$189.90
Index of Sheet						1		1						2		$189.90
QAQC	1			1				1						3		$510.17
Construction Schedule (Preliminary)	1			1		3								5		$739.75
SUBTOTAL	**2**			**2**		**5**		**3**						**12**		**$1,629.72**
PRELIMINARY ENGINEERING DESIGN TOTALS	**9**			**7**		**5**		**3**					**4**	**28**		**$4,605.70**
60% DESIGN PHASE																
Project Management & Administration																
Coordination with the City/State	1			1										2		$425.14
Coordination with internal team and subconsultants	2			2										4		$850.28
Prepare monthly written progress reports	1												2	3		$425.14
Develop and maintain detailed project design schedule	1													1		$255.08
Develop and maintain detailed project budget	1													1		$255.08
Prepare, distribute and file written and electronic correspondence	1													1		$255.08
Sub contracts, monitor sub consultant activities, invoices	1												1	2		$340.11
SUBTOTAL	**8**			**3**									**3**	**14**		**$2,805.91**
PS&E Development																
Plan Preparation																
Title Sheet						1		1						2		$189.90
Index of Sheet				1		1		2						4		$444.99
General Notes Sheets				1		4		1						6		$674.57
Estimate & Quantity Sheets (E&Q)				1		4		1						6		$674.57
EPIC Sheet				1		2		1						4		$464.83
Design Standards and Detail Sheets				4		2		2						8		$1,060.04
QAQC	1			2				2						5		$765.26
Construction Schedule (60%)	1					4								5		$674.56
SUBTOTAL	**2**			**10**		**18**		**10**						**40**		**$4,948.72**
60% DESIGN TOTALS	**10**			**13**		**18**		**10**					**3**	**54**		**$7,754.63**

100% DESIGN PHASE																
Project Management & Administration																
Coordination with the City/State	1			1		2								4		$634.88
Coordination with internal team and subconsultants	1			2										3		$595.20
Prepare monthly written progress reports				1									1	2		$255.09
Develop and maintain detailed project design schedule	1			1										2		$425.14
Develop and maintain detailed project budget	1			1										2		$425.14
Prepare, distribute and file written and electronic correspondence	1													1		$255.08
Sub contracts, monitor sub consultant activities, invoices	1												1	2		$340.11
SUBTOTAL	**6**			**6**		**2**							**2**	**16**		**$2,930.64**
PS&E Development																
Title Sheet				1		1		1						3		$359.96
Index of Sheet				1		1		1						3		$359.96
General Notes Sheets				1		1		1						3		$359.96
Estimate & Quantity Sheets (E&Q)				1		2		1						4		$464.83
EPIC Sheet				1		1		1						3		$359.96
Design Standards and Detail Sheets				1		1		1						3		$359.96
Project QAQC	2							2						4		$680.22
Construction Schedule (100%)				1		2								3		$379.80
SUBTOTAL	**2**			**7**		**9**		**8**						**26**		**$3,324.65**
100% DESIGN TOTALS	**8**			**13**		**11**		**8**					**2**	**42**		**$6,255.29**
PROJECT TOTALS - GENERAL PS&E SERVICES	**27**			**33**		**34**		**21**					**9**	**124**		**$18,615.62**

CONSOR PROJECT TOTALS BY TASK																
Project Management & Administration	21			14		2						9		46		$8,712.53
General PS&E Development	6			19		32		21						78		$9,903.09
PROJECT TOTALS - GENERAL PS&E SERVICES	**27**			**33**		**34**		**21**					**9**	**124**		**$18,615.62**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Pat O'Rourke Recreation Center

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance			1	4		2										7		$1,074.21
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis	1		1	2												4		$779.43
Develop Design Options			1	2		4										7		$943.83
Preliminary Cost Estimates			1	1		2										4		$564.03
Preliminary Design Layout	1		1	1		2										5		$819.11
Geometric Design																		
Preliminary Geometric Layout				1		4										5		$589.54
Roadway Design																		
Prepare Ramp Layout Sheets				1		2				6						9	4	$889.98
QAQC	1		2							2						5		$793.60
SUBTOTAL	**3**		**8**	**13**		**16**				**8**						**48**		**$6,808.02**
Drainage Design																		
Data Collection			1			2										3		$393.97
Hydrologic Studies																		
Internal Drainage Areas			1			2										3		$393.97
Existing Storm System Design/Check			1			4										5		$603.71
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**4**			**8**				**1**						**14**		**$1,915.99**
Utility Management & Coordination																		
Utility Engineering and Coordination			2													2		$368.46
SUBTOTAL			**2**													**2**		**$368.46**
PRELIMINARY ENGINEERING DESIGN TOTALS	**4**		**14**	**13**		**24**				**9**						**64**		**$9,092.47**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design			1	1		2				2						6	1	$734.09
Pedestrian Ramp Layouts			1	2		16				16						35	4	$3,562.75
Demolition Sheets			1	2		2				2						7	4	$904.15
Quantities/Estimate			1	1		2										4		$564.03
Project QAQC	1		2							2						5		$793.60
SUBTOTAL	**1**		**6**	**6**		**22**				**22**						**57**		**$6,558.62**
Drainage Design																		
Internal Drainage Areas			1			2				2						5	1	$564.03
Existing Storm System Design/Check			2			2										4		$578.20
Quantities/Estimate			1			2										3		$393.97
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**5**			**6**				**3**						**15**		**$2,060.54**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		2				2						5	1	$549.86
Pavement Marking																		
Pavement Markings & Signing Layouts			1	2		2				4						9	4	$1,074.21
Traffic Quantities/Estimate			1	2		2										5		$734.09
QAQC	2		2							1						5		$963.65
SUBTOTAL	**2**		**4**	**6**		**7**				**8**						**27**		**$3,681.77**

Utility Management & Coordination																		
Utility Engineering and Coordination			1			4				6						11	4	$1,113.89
SUBTOTAL			**1**			**4**				**6**						**11**		**$1,113.89**
Storm Water Pollution Prevention Plan																		
SW3P Layouts			1			2				2						5	4	$564.03
Quantities/Estimate			1			2										3		$393.97
SUBTOTAL			**2**			**4**				**2**						**8**		**$958.00**
60% DESIGN TOTALS	**4**		**18**	**12**		**43**				**41**						**118**		**$14,372.82**
100% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				1						3	1	$359.96
Pedestrian Ramp Layouts			1	2		4				6						13	4	$1,454.01
Demolition Sheets				1		1				1						3	4	$359.96
Quantities/Estimate			1	1		2										4		$564.03
Project QAQC	2		1							2						5		$864.45
SUBTOTAL	**2**		**3**	**5**		**8**				**10**						**28**		**$3,602.41**
Drainage Design																		
Hydrologic Studies																		
Internal Drainage Areas				1		1				1						3	1	$359.96
Existing Storm System Design/Check				1		1										2		$274.93
Quantities/Estimate						1										1		$104.87
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**1**	**2**		**3**				**2**						**9**		**$1,264.10**
Traffic Design																		
Signing																		
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts				1		2				1						4	4	$464.83
QAQC	2		2							1						5		$963.65
SUBTOTAL	**2**		**2**	**2**		**4**				**4**						**14**		**$1,978.34**
Utility Management & Coordination																		
Utility Engineering and Coordination	1		1	2		2				2						8	4	$1,159.23
SUBTOTAL	**1**		**1**	**2**		**2**				**2**						**8**		**$1,159.23**
Storm Water Pollution Prevention Plan																		
SW3P Layouts	1			1		2				4						8	4	$975.00
Calculate and Tabulate Quantities	1		1	1		2				1						6		$904.14
SUBTOTAL	**2**		**1**	**2**		**4**				**5**						**14**		**$1,879.14**
100% DESIGN TOTALS	**8**		**8**	**13**		**21**				**23**						**73**		**$9,883.22**
PAT O'ROURKE DESIGN TOTALS (CONSOR)	**16**		**40**	**38**		**88**				**73**						**255**		**$33,348.51**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	6		17	24		46				40						133	9	$16,969.05
Drainage Design	3		10	2		17				6						38	1	$5,240.63
Traffic Design	4		6	8		11				12						41	6	$5,660.11
Utility Management & Coordination	1		4	2		6				8						21	4	$2,641.58
Storm Water Pollution Prevention Plan	2		3	2		8				7						22	4	$2,837.14
PAT O'ROURKE DESIGN TOTALS (CONSOR)	**16**		**40**	**38**		**88**				**73**						**255**		**$33,348.51**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Joey Barraza and Vino Memorial Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance				1		2										3		$379.80
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis			1	1												2		$354.29
Develop Design Options			1	1		2										4		$564.03
Preliminary Cost Estimates			1	1		1										3		$459.16
Preliminary Design Layout			1	1		1										3		$459.16
Geometric Design																		
Preliminary Geometric Layout				1		1										2		$274.93
Roadway Design																		
Prepare Ramp Layout Sheets				1		1				2						4	1	$444.99
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**6**	**8**		**8**				**3**						**26**		**$3,814.99**
Utility Management & Coordination																		
Utility Engineering and Coordination			2													2		$368.46
SUBTOTAL			**2**													**2**		**$368.46**
PRELIMINARY ENGINEERING DESIGN TOTALS	**1**		**8**	**8**		**8**				**3**						**28**		**$4,183.45**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				2						4	1	$444.99
Pedestrian Ramp Layouts				1		1				4						6	1	$615.05
Demolition Sheets				1		1				2						4	1	$444.99
Quantities/Estimate			1	1		1										3		$459.16
Project QAQC	1		1							2						4		$609.37
SUBTOTAL	**1**		**2**	**4**		**4**				**10**						**21**		**$2,573.56**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts			1	1		1				2						5	1	$629.22
Summary of Pavement Markings and Signing																		$0.00
Traffic Quantities/Estimate			1													1		$184.23
QAQC	1									1						2		$340.11
SUBTOTAL	**1**		**2**	**3**		**3**				**5**						**14**		**$1,873.48**
Utility Management & Coordination																		
Utility Engineering and Coordination				1		1				1						3	1	$359.96
SUBTOTAL				**1**		**1**				**1**						**3**		**$359.96**
Storm Water Pollution Prevention Plan																		
SW3P Layouts				1		1				1						3	1	$359.96
Quantities/Estimate				1		1										2		$274.93
SUBTOTAL				**2**		**2**				**1**						**5**		**$634.89**
60% DESIGN TOTALS	**2**		**4**	**10**		**10**				**17**						**43**		**$5,441.89**

100% DESIGN PHASE																	
Roadway Design																	
Horizontal Geometry Design			1			1				1						3	1	$374.13
Pedestrian Ramp Layouts			1			1				1						3	1	$374.13
Demolition Sheets			1			1				1						3	1	$374.13
Quantities/Estimate			1			1										2		$289.10
Project QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**5**			**4**				**3**						**13**		**$1,850.80**
Traffic Design																	
Signing																	
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs						1				1						2	1	$189.90
Pavement Marking																	
Pavement Markings & Signing Layouts			1	1		1				1						4	2	$544.19
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**2**	**1**		**3**				**3**						**10**		**$1,363.30**
Utility Management & Coordination																	
Utility Engineering and Coordination	1		1							2						4		$609.37
SUBTOTAL	**1**		**1**							**2**						**4**		**$609.37**
Storm Water Pollution Prevention Plan																	
SW3P Layouts	1		1							1						3	2	$524.34
Calculate and Tabulate Quantities	1		1							1						3		$524.34
SUBTOTAL	**2**		**2**							**2**						**6**		**$1,048.68**
100% DESIGN TOTALS	**5**		**10**	**1**		**7**				**10**						**33**		**$4,872.15**
JOEY BARRAZA & VINO MEMORIAL DESIGN TOTALS (CONSOR)	**8**		**22**	**19**		**25**				**30**						**104**		**$14,497.49**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	3		13	12		16				16						60	3	$8,239.35
Traffic Design	2		4	4		6				8						24	4	$3,236.78
Utility Management & Coordination	1		3	1		1				3						9	2	$1,337.79
Storm Water Pollution Prevention Plan	2		2	2		2				3						11	2	$1,683.57
JOEY BARRAZA & VINO MEMORIAL DESIGN TOTALS (CONSOR)	**8**		**22**	**19**		**25**				**30**						**104**		**$14,497.49**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Pavo Real Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance			1	2		2										5		$734.09
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis			1	2												3		$524.35
Develop Design Options			1	2		2										5		$734.09
Preliminary Cost Estimates			1	2		2										5		$734.09
Preliminary Design Layout			2	2		2										6		$918.32
Geometric Design																		
Preliminary Geometric Layout				1		1										2		$274.93
Roadway Design																		
Prepare Ramp Layout Sheets				1		2				4						7	3	$719.92
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**9**	**13**		**11**				**5**						**39**		**$5,702.65**
Drainage Design																		
Data Collection			1			4										5		$603.71
Hydrologic Studies																		
Internal Drainage Areas			1			1										2		$289.10
Existing Storm System Design/Check			1			1										2		$289.10
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**4**			**6**										**11**		**$1,621.22**
Utility Management & Coordination																		
Utility Engineering and Coordination			2													2		$368.46
SUBTOTAL			**2**													**2**		**$368.46**
PRELIMINARY ENGINEERING DESIGN TOTALS	**2**		**15**	**13**		**17**				**5**						**52**		**$7,692.33**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				2						4	1	$444.99
Pedestrian Ramp Layouts			1	1		2				6						10	2	$1,074.21
Sidewalk Layout			1	1		2				6						10	1	$1,074.21
Demolition Sheets				1		2				2						5	3	$549.86
Quantities/Estimate				1		2										3		$379.80
Project QAQC	1		2							2						5		$793.60
SUBTOTAL	**1**		**4**	**5**		**9**				**18**						**37**		**$4,316.67**
Drainage Design																		
Internal Drainage Areas			1			1				2						4	1	$459.16
Existing Storm System Design/Check			1			1										2		$289.10
Quantities/Estimate			1			1										2		$289.10
QAQC	1		1			1				1						4		$629.21
SUBTOTAL	**1**		**4**			**4**				**3**						**12**		**$1,666.57**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts			1	1		2				4						8	3	$904.15
Traffic Quantities/Estimate			1	1		2										4		$564.03
QAQC	3		2							2						7		$1,303.76
SUBTOTAL	**3**		**4**	**4**		**6**				**8**						**25**		**$3,491.86**

Utility Management & Coordination																		
Utility Engineering and Coordination				1		2				4						7	3	$719.92
SUBTOTAL				**1**		**2**				**4**						**7**		**$719.92**
Storm Water Pollution Prevention Plan																		
SW3P Layouts				1		1				4						6	3	$615.05
Quantities/Estimate	1			1		1										3		$530.01
SUBTOTAL	**1**			**2**		**2**				**4**						**9**		**$1,145.06**
60% DESIGN TOTALS	**6**		**12**	**12**		**23**				**37**						**90**		**$11,340.08**
100% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design						1				1						2	1	$189.90
Pedestrian Ramp Layouts			1	1		2				4						8	2	$904.15
Sidewalk Layout			1	1		2				2						6	1	$734.09
Demolition Sheets			1			2				2						5	3	$564.03
Quantities/Estimate			1			1										2		$289.10
Project QAQC	2		1							2						5		$864.45
SUBTOTAL	**2**		**5**	**2**		**8**				**11**						**28**		**$3,545.72**
Drainage Design																		
Hydrologic Studies																		
Internal Drainage Areas						1				1						2	1	$189.90
Existing Storm System Design/Check			1			1										2		$289.10
Quantities/Estimate						1				1						2		$189.90
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**2**			**3**				**2**						**8**		**$1,108.21**
Traffic Design																		
Signing																		
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs						1				1						2	1	$189.90
Pavement Marking																		
Pavement Markings & Signing Layouts			1			2				4						7	3	$734.09
QAQC	1		2													3		$623.54
SUBTOTAL	**1**		**3**			**4**				**6**						**14**		**$1,737.43**
Utility Management & Coordination																		
Utility Engineering and Coordination	1					2				1						4	3	$549.85
SUBTOTAL	**1**					**2**				**1**						**4**		**$549.85**
Storm Water Pollution Prevention Plan																		
SW3P Layouts			1			1				2						4	3	$459.16
Quantities/Estimate	1					1				1						3		$444.98
SUBTOTAL	**1**		**1**			**2**				**3**						**7**		**$904.14**
100% DESIGN TOTALS	**6**		**11**	**2**		**19**				**23**						**61**		**$7,845.35**
PAVO REAL DESIGN TOTALS (CONSOR)	**14**		**38**	**27**		**59**				**65**						**203**		**$26,877.76**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	4		18	20		28				34						104	7	$13,565.04
Drainage Design	3		10			13				5						31	1	$4,396.00
Traffic Design	4		7	4		10				14						39	5	$5,229.29
Utility Management & Coordination	1		2	1		4				5						13	3	$1,638.23
Storm Water Pollution Prevention Plan	2		1	2		4				7						16	3	$2,049.20
PAVO REAL DESIGN TOTALS (CONSOR)	**14**		**38**	**27**		**59**				**65**						**203**		**$26,877.76**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Paso Del Norte Trail

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance				1		1										2		$274.93
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis			1	1												2		$354.29
Develop Design Options			1	1		4										6		$773.77
Preliminary Cost Estimates				1		1										2		$274.93
Preliminary Design Layout			1	1		1										3		$459.16
Geometric Design																		
Preliminary Geometric Layout				1		1										2		$274.93
Roadway Design																		
Prepare Ramp Layout Sheets				1		1				2						4	2	$444.99
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**5**	**8**		**9**				**3**						**26**		**$3,735.63**
Utility Management & Coordination																		
Utility Engineering and Coordination			2													2		$368.46
SUBTOTAL			**2**													**2**		**$368.46**
PRELIMINARY ENGINEERING DESIGN TOTALS	**1**		**7**	**8**		**9**				**3**						**28**		**$4,104.09**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				2						4	1	$444.99
Pedestrian Ramp Layouts				1		2				6						9	2	$889.98
Demolition Sheets				1		1				2						4	2	$444.99
Quantities/Estimate			1	1		1										3		$459.16
Project QAQC	1		1							2						4		$609.37
SUBTOTAL	**1**		**2**	**4**		**5**				**12**						**24**		**$2,848.49**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts			1	1		1				4						7	2	$799.28
Summary of Pavement Markings and Signing																		$0.00
Traffic Quantities/Estimate			1													1		$184.23
QAQC	1									1						2		$340.11
SUBTOTAL	**1**		**2**	**3**		**3**				**7**						**16**		**$2,043.54**
Utility Management & Coordination																		
Utility Engineering and Coordination				1		2				2						5	2	$549.86
SUBTOTAL				**1**		**2**				**2**						**5**		**$549.86**
Storm Water Pollution Prevention Plan																		
SW3P Layouts				1		1				2						4	2	$444.99
Quantities/Estimate				1		1										2		$274.93
SUBTOTAL				**2**		**2**				**2**						**6**		**$719.92**
60% DESIGN TOTALS	**2**		**4**	**10**		**12**				**23**						**51**		**$6,161.81**

100% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design						1										1	1	$104.87
Pedestrian Ramp Layouts						1				4						5	2	$444.99
Demolition Sheets						1				2						3	2	$274.93
Quantities/Estimate						1										1		$104.87
Project QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**1**			**4**				**6**						**12**		**$1,368.97**
Traffic Design																		
Signing																		
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs						1				1						2	1	$189.90
Pavement Marking																		
Pavement Markings & Signing Layouts			1			2				4						7	2	$734.09
QAQC	1															1		$255.08
SUBTOTAL	**1**		**1**			**4**				**6**						**12**		**$1,368.97**
Utility Management & Coordination																		
Utility Engineering and Coordination			1			4				1						6	2	$688.74
SUBTOTAL			**1**			**4**				**1**						**6**		**$688.74**
Storm Water Pollution Prevention Plan																		
SW3P Layouts						1				1						2	2	$189.90
Calculate and Tabulate Quantities	1		1							1						3		$524.34
SUBTOTAL	**1**		**1**			**1**				**2**						**5**		**$714.24**
100% DESIGN TOTALS	**3**		**4**			**13**				**15**						**35**		**$4,140.92**
PASO DEL NORTE DESIGN TOTALS (CONSOR)	**6**		**15**	**18**		**34**				**41**						**114**		**$14,406.82**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	3		8	12		18				21						62	5	$7,953.09
Traffic Design	2		3	3		7				13						28	4	$3,412.51
Utility Management & Coordination			3	1		6				3						13	2	$1,607.06
Storm Water Pollution Prevention Plan	1		1	2		3				4						11	2	$1,434.16
PASO DEL NORTE DESIGN TOTALS (CONSOR)	**6**		**15**	**18**		**34**				**41**						**114**		**$14,406.82**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Hidden Valley Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance				1		1										2		$274.93
Design Criteria				1												1		$170.06
Safety Audit/Analysis			1	1												2		$354.29
Develop Design Options			1	2		2										5		$734.09
Preliminary Cost Estimates				1		1										2		$274.93
Preliminary Design Layout				1		2										3		$379.80
Geometric Design																		
Preliminary Geometric Layout				1		1										2		$274.93
Roadway Design																		
Prepare Ramp Layout Sheets				1		1				4						6	2	$615.05
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**3**	**9**		**8**				**5**						**26**		**$3,602.42**
Utility Management & Coordination																		
Utility Engineering and Coordination			1													1		$184.23
SUBTOTAL			**1**													**1**		**$184.23**
PRELIMINARY ENGINEERING DESIGN TOTALS	**1**		**4**	**9**		**8**				**5**						**27**		**$3,786.65**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				1						3	1	$359.96
Pedestrian Ramp Layouts				1		2				6						9	2	$889.98
Demolition Sheets				1		1				2						4	2	$444.99
Quantities/Estimate				2		1										3		$444.99
Project QAQC	1		1							2						4		$609.37
SUBTOTAL	**1**		**1**	**5**		**5**				**11**						**23**		**$2,749.29**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts				1		2				4						7	2	$719.92
Summary of Pavement Markings and Signing																		$0.00
Traffic Quantities/Estimate			1													1		$184.23
QAQC	1									1						2		$340.11
SUBTOTAL	**1**		**1**	**3**		**4**				**7**						**16**		**$1,964.18**
Utility Management & Coordination																		
Utility Engineering and Coordination				1		4				4						9	2	$929.66
SUBTOTAL				**1**		**4**				**4**						**9**		**$929.66**
Storm Water Pollution Prevention Plan																		
SW3P Layouts				1		1				2						4	2	$444.99
Quantities/Estimate				1		2										3		$379.80
SUBTOTAL				**2**		**3**				**2**						**7**		**$824.79**
60% DESIGN TOTALS	**2**		**2**	**11**		**16**				**24**						**55**		**$6,467.92**

100% DESIGN PHASE																	
Roadway Design																	
Horizontal Geometry Design						1									1	1	$104.87
Pedestrian Ramp Layouts			1			1				2					4	2	$459.16
Demolition Sheets						1				1					2	2	$189.90
Quantities/Estimate			1			1									2		$289.10
Project QAQC	1		1												2		$439.31
SUBTOTAL	**1**		**3**			**4**				**3**					**11**		**$1,482.34**
Traffic Design																	
Signing																	
Small Sign Details						1				1					2	1	$189.90
Summary of Small Signs						1				1					2	1	$189.90
Pavement Marking																	
Pavement Markings & Signing Layouts				1		1				2					4	2	$444.99
QAQC	1		1												2		$439.31
SUBTOTAL	**1**		**1**	**1**		**3**				**4**					**10**		**$1,264.10**
Utility Management & Coordination																	
Utility Engineering and Coordination			1			2				1					4	2	$479.00
SUBTOTAL			**1**			**2**				**1**					**4**		**$479.00**
Storm Water Pollution Prevention Plan																	
SW3P Layouts	1					1				1					3	2	$444.98
Calculate and Tabulate Quantities	1		1							1					3		$524.34
SUBTOTAL	**2**		**1**			**1**				**2**					**6**		**$969.32**
100% DESIGN TOTALS	**4**		**6**	**1**		**10**				**10**					**31**		**$4,194.76**
HIDDEN VALLEY DESIGN TOTALS (CONSOR)	**7**		**12**	**21**		**34**				**39**					**113**		**$14,449.33**

CONSOR PROJECT TOTALS BY TASK																	
Roadway Design	3		7	14		17				19					60	5	$7,834.05
Traffic Design	2		2	4		7				11					26	4	$3,228.28
Utility Management & Coordination			2	1		6				5					14	2	$1,592.89
Storm Water Pollution Prevention Plan	2		1	2		4				4					13	2	$1,794.11
HIDDEN VALLEY DESIGN TOTALS (CONSOR)	**7**		**12**	**21**		**34**				**39**					**113**		**$14,449.33**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Washington Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance			1	2		2										5		$734.09
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis			1	1												2		$354.29
Develop Design Options	1		1	2		4										8		$1,198.91
Preliminary Cost Estimates			1	1		2										4		$564.03
Preliminary Design Layout				1		4										5		$589.54
Geometric Design																		
Preliminary Geometric Layout				1		1										2		$274.93
Roadway Design																		
Prepare Ramp/Sidewalk Layout Sheets				1		1				4						6	3	$615.05
QAQC	1		2													3		$623.54
SUBTOTAL	**2**		**7**	**10**		**14**				**4**						**37**		**$5,308.67**
Utility Management & Coordination																		
Utility Engineering and Coordination			2													2		$368.46
SUBTOTAL			**2**													**2**		**$368.46**
PRELIMINARY ENGINEERING DESIGN TOTALS	**2**		**9**	**10**		**14**				**4**						**39**		**$5,677.13**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				1						3	1	$359.96
Pedestrian Ramp Layouts			1	1		1				4						7	1	$799.28
Sidewalk Layout			1	1		1				6						9	2	$969.34
Demolition Sheets				1		1				4						6	3	$615.05
Quantities/Estimate				1		1										2		$274.93
Project QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**4**	**5**		**5**				**16**						**31**		**$3,727.13**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts			1	1		2				4						8	3	$904.15
Traffic Quantities/Estimate			1	1		2										4		$564.03
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**3**	**4**		**6**				**6**						**20**		**$2,627.41**
Utility Management & Coordination																		
Utility Engineering and Coordination				1		2				2						5	3	$549.86
SUBTOTAL				**1**		**2**				**2**						**5**		**$549.86**
Storm Water Pollution Prevention Plan																		
SW3P Layouts				1		1				2						4	3	$444.99
Quantities/Estimate	1			1		1										3		$530.01
SUBTOTAL	**1**			**2**		**2**				**2**						**7**		**$975.00**
60% DESIGN TOTALS	**3**		**7**	**12**		**15**				**26**						**63**		**$7,879.40**

100% DESIGN PHASE																	
Roadway Design																	
Horizontal Geometry Design						1				1						2	1	$189.90
Pedestrian Ramp Layouts			1			2				2						5	1	$564.03
Sidewalk Layout			1			4				4						9	2	$943.83
Demolition Sheets						1				2						3	3	$274.93
Quantities/Estimate			1			1										2		$289.10
Project QAQC	2		1							1						4		$779.42
SUBTOTAL	**2**		**4**			**9**				**10**						**25**		**$3,041.21**
Traffic Design																	
Signing																	
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs						1				1						2	1	$189.90
Pavement Marking																	
Pavement Markings & Signing Layouts			1			2				4						7	3	$734.09
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**2**			**4**				**6**						**13**		**$1,553.20**
Utility Management & Coordination																	
Utility Engineering and Coordination	1									1						2	3	$340.11
SUBTOTAL	**1**									**1**						**2**		**$340.11**
Storm Water Pollution Prevention Plan																	
SW3P Layouts	1		1							1						3	3	$524.34
Quantities/Estimate	1									1						2		$340.11
SUBTOTAL	**2**		**1**							**2**						**5**		**$864.45**
100% DESIGN TOTALS	**6**		**7**			**13**				**19**						**45**		**$5,798.97**
WASHINGTON DESIGN TOTALS (CONSOR)	**11**		**23**	**22**		**42**				**49**						**147**		**$19,355.50**
CONSOR PROJECT TOTALS BY TASK																	
Roadway Design	5		15	15		28				30						93	7	$12,077.01
Traffic Design	2		5	4		10				12						33	5	$4,180.61
Utility Management & Coordination	1		2	1		2				3						9	3	$1,258.43
Storm Water Pollution Prevention Plan	3		1	2		2				4						12	3	$1,839.45
WASHINGTON DESIGN TOTALS (CONSOR)	**11**		**23**	**22**		**42**				**49**						**147**		**$19,355.50**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Sandstone Ranch Estates Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance				2		2										4		$549.86
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis	1		1	2												4		$779.43
Develop Design Options			1	1		4										6		$773.77
Preliminary Cost Estimates			1	1		1										3		$459.16
Preliminary Design Layout				1		2										3		$379.80
Geometric Design																		
Preliminary Geometric Layout				1		1										2		$274.93
Roadway Design																		
Prepare Roadway/Ramp Layout Sheets				1		1				4						6	3	$615.05
QAQC	1		2							1						4		$708.57
SUBTOTAL	**2**		**6**	**10**		**11**				**5**						**34**		**$4,894.86**
Drainage Design																		
Data Collection			1			2										3		$393.97
Hydrologic Studies																		
Internal Drainage Areas			1			2										3		$393.97
Existing Storm System Design/Check			1			4										5		$603.71
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**4**			**8**				**1**						**14**		**$1,915.99**
Utility Management & Coordination																		
Utility Engineering and Coordination			2													2		$368.46
SUBTOTAL			**2**													**2**		**$368.46**
PRELIMINARY ENGINEERING DESIGN TOTALS	**3**		**12**	**10**		**19**				**6**						**50**		**$7,179.31**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				1						3	1	$359.96
Roadway Layout			1	1		2				4						8	1	$904.15
Pedestrian Ramp Layouts				1		2				6						9	2	$889.98
Demolition Sheets				1		1				1						3	3	$359.96
Quantities/Estimate				1		1										2		$274.93
Project QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**2**	**5**		**7**				**13**						**28**		**$3,313.32**
Drainage Design																		
Internal Drainage Areas			1			1				2						4	1	$459.16
Existing Storm System Design/Check			1			1										2		$289.10
Quantities/Estimate			1			1										2		$289.10
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**4**			**3**				**3**						**11**		**$1,561.70**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts				1		4				4						9	3	$929.66
Traffic Quantities/Estimate				1		2										3		$379.80
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**2**	**4**		**8**				**7**						**22**		**$2,737.95**

Utility Management & Coordination																		
Utility Engineering and Coordination				1		2				4						7	3	$719.92
SUBTOTAL				**1**		**2**				**4**						**7**		**$719.92**
Storm Water Pollution Prevention Plan																		
SW3P Layouts				1		2				2						5	3	$549.86
Quantities/Estimate				1		1										2		$274.93
SUBTOTAL				**2**		**3**				**2**						**7**		**$824.79**
60% DESIGN TOTALS	**3**		**8**	**12**		**23**				**29**						**75**		**$9,157.68**
100% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design						1				1						2	1	$189.90
Roadway Layouts			1	1		2				4						8	1	$904.15
Pedestrian Ramp Layouts			1			2				4						7	2	$734.09
Demolition Sheets						1				2						3	3	$274.93
Quantities/Estimate				1		1										2		$274.93
Project QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**4**	**2**		**7**				**12**						**26**		**$3,086.57**
Drainage Design																		
Hydrologic Studies																		
Internal Drainage Areas			1			1				1						3	1	$374.13
Existing Storm System Design/Check						1										1		$104.87
Quantities/Estimate			1			1										2		$289.10
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**3**			**3**				**1**						**8**		**$1,207.41**
Traffic Design																		
Signing																		
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs						1				1						2	1	$189.90
Pavement Marking																		
Pavement Markings & Signing Layouts			1			2				4						7	3	$734.09
QAQC	1															1		$255.08
SUBTOTAL	**1**		**1**			**4**				**6**						**12**		**$1,368.97**
Utility Management & Coordination																		
Utility Engineering and Coordination	1		1			1				1						4	3	$629.21
SUBTOTAL	**1**		**1**			**1**				**1**						**4**		**$629.21**
Storm Water Pollution Prevention Plan																		
SW3P Layouts	1		1			4				2						8	3	$1,028.85
Calculate and Tabulate Quantities	1		1			1				1						4		$629.21
SUBTOTAL	**2**		**2**			**5**				**3**						**12**		**$1,658.06**
100% DESIGN TOTALS	**6**		**11**	**2**		**20**				**23**						**62**		**$7,950.22**
SANDSTONE RANCH DESIGN TOTALS (CONSOR)	**12**		**31**	**24**		**62**				**58**						**187**		**$24,287.21**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	4		12	17		25				30						88	7	$11,294.75
Drainage Design	3		11			14				5						33	1	$4,685.10
Traffic Design	2		3	4		12				13						34	9	$4,106.92
Utility Management & Coordination	1		3	1		3				5						13	3	$1,717.59
Storm Water Pollution Prevention Plan	2		2	2		8				5						19	3	$2,482.85
SANDSTONE RANCH DESIGN TOTALS (CONSOR)	**12**		**31**	**24**		**62**				**58**						**187**		**$24,287.21**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Mundy Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance				4		4										8		$1,099.72
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis	1		1	4												6		$1,119.55
Develop Design Options			1	1		8										10		$1,193.25
Preliminary Cost Estimates			1	1		2										4		$564.03
Preliminary Design Layout			1	1		2										4		$564.03
Geometric Design																		
Preliminary Geometric Layout				1		2										3		$379.80
Roadway Design																		
Prepare Layout Sheets				1		2				8						11	7	$1,060.04
QAQC	1		2							1						4		$708.57
SUBTOTAL	**2**		**7**	**14**		**20**				**9**						**52**		**$7,043.28**
Drainage Design																		
Data Collection			1			2										3		$393.97
Hydrologic Studies																		
Internal Drainage Areas			1			2										3		$393.97
Existing Storm System Design/Check			1			4										5		$603.71
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**5**			**8**				**1**						**15**		**$2,100.22**
Utility Management & Coordination																		
Utility Engineering and Coordination			4													4		$736.92
SUBTOTAL			**4**													**4**		**$736.92**
PRELIMINARY ENGINEERING DESIGN TOTALS	**3**		**16**	**14**		**28**				**10**						**71**		**$9,880.42**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		2				2						5	1	$549.86
Roadway Layouts			1	1		8				12						22	2	$2,213.61
Pedestrian Ramp Layouts			1	2		16				18						37	5	$3,732.81
Demolition Sheets				2		4				4						10	7	$1,099.72
Quantities/Estimate				1		2										3		$379.80
Project QAQC	1		2							2						5		$793.60
SUBTOTAL	**1**		**4**	**7**		**32**				**38**						**82**		**$8,769.40**
Drainage Design																		
Internal Drainage Areas			2			1				2						5	1	$643.39
Existing Storm System Design/Check			2			2										4		$578.20
Quantities/Estimate			1			2										3		$393.97
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**6**			**5**				**3**						**15**		**$2,139.90**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		2				1						4	1	$464.83
Pavement Marking																		
Pavement Markings & Signing Layouts				4		6				10						20	7	$2,159.76
Traffic Quantities/Estimate				2		4										6		$759.60
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**2**	**8**		**13**				**13**						**37**		**$4,452.72**

Utility Management & Coordination																		
Utility Engineering and Coordination				1		4				6						11	7	$1,099.72
SUBTOTAL				**1**		**4**				**6**						**11**		**$1,099.72**
Storm Water Pollution Prevention Plan																		
SW3P Layouts			1	1		4				4						10	7	$1,113.89
Quantities/Estimate			1	1		2										4		$564.03
SUBTOTAL			**2**	**2**		**6**				**4**						**14**		**$1,677.92**
60% DESIGN TOTALS	**3**		**14**	**18**		**60**				**64**						**159**		**$18,139.66**
100% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design						2				1						3	1	$294.77
Roadway Layouts			1			2				12						15	2	$1,414.33
Pedestrian Ramp Layouts			1			4				16						21	5	$1,964.19
Demolition Sheets			1			2				12						15	7	$1,414.33
Quantities/Estimate			1			2				1						4		$479.00
Project QAQC	2		4													6		$1,247.08
SUBTOTAL	**2**		**8**			**12**				**42**						**64**		**$6,813.70**
Drainage Design																		
Hydrologic Studies																		
Internal Drainage Areas			1			1				1						3	1	$374.13
Existing Storm System Design/Check			1			1										2		$289.10
Quantities/Estimate						1										1		$104.87
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**3**			**3**				**1**						**8**		**$1,207.41**
Traffic Design																		
Signing																		
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs						1				1						2	1	$189.90
Pavement Marking																		
Pavement Markings & Signing Layouts			1			4				8						13	7	$1,283.95
QAQC	2		1													3		$694.39
SUBTOTAL	**2**		**2**			**6**				**10**						**20**		**$2,358.14**
Utility Management & Coordination																		
Utility Engineering and Coordination	1			1						1						3	7	$510.17
SUBTOTAL	**1**			**1**						**1**						**3**		**$510.17**
Storm Water Pollution Prevention Plan																		
SW3P Layouts	1					2				4						7	7	$804.94
Calculate and Tabulate Quantities	1					1				1						3		$444.98
SUBTOTAL	**2**					**3**				**5**						**10**		**$1,249.92**
100% DESIGN TOTALS	**8**		**13**	**1**		**24**				**59**						**105**		**$12,139.34**
MUNDY DESIGN TOTALS (CONSOR)	**14**		**43**	**33**		**112**				**133**						**335**		**$40,159.42**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	5		19	21		64				89						198	15	$22,626.38
Drainage Design	3		14			16				5						38	1	$5,447.53
Traffic Design	3		4	8		19				23						57	9	$6,810.86
Utility Management & Coordination	1		4	2		4				7						18	7	$2,346.81
Storm Water Pollution Prevention Plan	2		2	2		9				9						24	7	$2,927.84
MUNDY DESIGN TOTALS (CONSOR)	**14**		**43**	**33**		**112**				**133**						**335**		**$40,159.42**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Mountain View Skate Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance				4		4										8		$1,099.72
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis	1		1	2												4		$779.43
Develop Design Options			1	1		4										6		$773.77
Preliminary Cost Estimates			1	1		2										4		$564.03
Preliminary Design Layout	1		1	1		2										5		$819.11
Geometric Design																		
Preliminary Geometric Layout				1		2										3		$379.80
Roadway Design																		
Prepare Ramp Layout Sheets				1		2				4						7	4	$719.92
QAQC	1		2							1						4		$708.57
SUBTOTAL	**3**		**7**	**12**		**16**				**5**						**43**		**$6,198.64**
Drainage Design																		
Data Collection			1			2										3		$393.97
Hydrologic Studies																		
Internal Drainage Areas			1			2										3		$393.97
Existing Storm System Design/Check			2			2										4		$578.20
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**5**			**6**				**1**						**13**		**$1,890.48**
Utility Management & Coordination																		
Utility Engineering and Coordination			2													2		$368.46
SUBTOTAL			**2**													**2**		**$368.46**
PRELIMINARY ENGINEERING DESIGN TOTALS	**4**		**14**	**12**		**22**				**6**						**58**		**$8,457.58**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design			1	1		1				2						5	1	$629.22
Pedestrian Ramp Layouts			1	2		4				12						19	4	$1,964.19
Demolition Sheets			1	1		2				4						8	4	$904.15
Quantities/Estimate			1	1		1										3		$459.16
Project QAQC	2		2							2						6		$1,048.68
SUBTOTAL	**2**		**6**	**5**		**8**				**20**						**41**		**$5,005.40**
Drainage Design																		
Internal Drainage Areas			1			1				1						3	1	$374.13
Existing Storm System Design/Check			1			2										3		$393.97
Quantities/Estimate			1			1										2		$289.10
QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**4**			**4**				**2**						**11**		**$1,581.54**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3	1	$359.96
Summary of Small Signs				1		2				1						4	1	$464.83
Pavement Marking																		
Pavement Markings & Signing Layouts			1			4				6						11	4	$1,113.89
Traffic Quantities/Estimate			1			4										5		$603.71
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**4**	**2**		**11**				**9**						**27**		**$3,250.96**

Utility Management & Coordination																		
Utility Engineering and Coordination				1		2				4						7	4	$719.92
SUBTOTAL				**1**		**2**				**4**						**7**		**$719.92**
Storm Water Pollution Prevention Plan																		
SW3P Layouts			1	1		2				4						8	4	$904.15
Quantities/Estimate			1	1		2										4		$564.03
SUBTOTAL			**2**	**2**		**4**				**4**						**12**		**$1,468.18**
60% DESIGN TOTALS	**4**		**16**	**10**		**29**				**39**						**98**		**$12,026.00**
100% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				1						3	1	$359.96
Pedestrian Ramp Layouts			1	1		4				6						12	4	$1,283.95
Demolition Sheets				1		2				2						5	4	$549.86
Quantities/Estimate			1	1		2										4		$564.03
Project QAQC	1		1							2						4		$609.37
SUBTOTAL	**1**		**3**	**4**		**9**				**11**						**28**		**$3,367.17**
Drainage Design																		
Hydrologic Studies																		
Internal Drainage Areas				1		1				1						3	1	$359.96
Existing Storm System Design/Check				1		1										2		$274.93
Quantities/Estimate						1										1		$104.87
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**2**	**2**		**3**				**2**						**10**		**$1,448.33**
Traffic Design																		
Signing																		
Small Sign Details						2				2						4	1	$379.80
Summary of Small Signs				1		1				1						3	1	$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts				1		2				2						5	4	$549.86
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**2**	**2**		**5**				**6**						**16**		**$1,998.19**
Utility Management & Coordination																		
Utility Engineering and Coordination	1			1		1				2						5	4	$700.07
SUBTOTAL	**1**			**1**		**1**				**2**						**5**		**$700.07**
Storm Water Pollution Prevention Plan																		
SW3P Layouts	1			1		1				2						5	4	$700.07
Calculate and Tabulate Quantities	1		1	1		1				1						5		$799.27
SUBTOTAL	**2**		**1**	**2**		**2**				**3**						**10**		**$1,499.34**
100% DESIGN TOTALS	**6**		**8**	**11**		**20**				**24**						**69**		**$9,013.10**
MOUNTAIN VIEW DESIGN TOTALS (CONSOR)	**14**		**38**	**33**		**71**				**69**						**225**		**$29,496.68**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	6		16	21		33				36						112	9	$14,571.21
Drainage Design	3		11	2		13				5						34	1	$4,920.35
Traffic Design	2		6	4		16				15						43	6	$5,249.15
Utility Management & Coordination	1		2	2		3				6						14	4	$1,788.45
Storm Water Pollution Prevention Plan	2		3	4		6				7						22	4	$2,967.52
MOUNTAIN VIEW DESIGN TOTALS (CONSOR)	**14**		**38**	**33**		**71**				**69**						**225**		**$29,496.68**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Memorial Park

	LABOR CLASSIFICATION																	
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$153.67**	**$99.60**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																		
Feasibility Studies (Pre-Design Report)																		
Roadway/Traffic Design																		
Data Collection and Field Reconnaissance				2		2										4		$549.86
Design Criteria			1	1												2		$354.29
Safety Audit/Analysis			1	1												2		$354.29
Develop Design Options			1	1		2										4		$564.03
Preliminary Cost Estimates			1	1		1										3		$459.16
Preliminary Design Layout				1		1										2		$274.93
Geometric Design																		
Preliminary Geometric Layout				1		1										2		$274.93
Roadway Design																		
Prepare Roadway/Ramp Layout Sheets				1		1				4						6	2	$615.05
QAQC	1		2													3		$623.54
SUBTOTAL	**1**		**6**	**9**		**8**				**4**						**28**		**$4,070.08**
Utility Management & Coordination																		
Utility Engineering and Coordination																0		$0.00
SUBTOTAL																**0**		**$0.00**
PRELIMINARY ENGINEERING DESIGN TOTALS	**1**		**6**	**9**		**8**				**4**						**28**		**$4,070.08**
60% DESIGN PHASE																		
Roadway Design																		
Horizontal Geometry Design				1		1				1						3	1	$359.96
Pedestrian Ramp Layouts				1		2				6						9	2	$889.98
Demolition Sheets				1		1				2						4	2	$444.99
Quantities/Estimate				1		1										2		$274.93
Project QAQC	1		1							1						3		$524.34
SUBTOTAL	**1**		**1**	**4**		**5**				**10**						**21**		**$2,494.20**
Traffic Design																		
Signing																		
Small Sign Details				1		1				1						3		$359.96
Summary of Small Signs				1		1				1						3		$359.96
Pavement Marking																		
Pavement Markings & Signing Layouts			1	1		2				6						10		$1,074.21
Traffic Quantities/Estimate				1		2										3		$379.80
QAQC	1		2							1						4		$708.57
SUBTOTAL	**1**		**3**	**4**		**6**				**9**						**23**		**$2,882.50**
Utility Management & Coordination																		
Utility Engineering and Coordination				1		1				4						6	2	$615.05
SUBTOTAL				**1**		**1**				**4**						**6**		**$615.05**
Storm Water Pollution Prevention Plan																		
SW3P Layouts				1		1				4						6	2	$615.05
Quantities/Estimate				1		1										2		$274.93
SUBTOTAL				**2**		**2**				**4**						**8**		**$889.98**
60% DESIGN TOTALS	**2**		**4**	**11**		**14**				**27**						**58**		**$6,881.73**

100% DESIGN PHASE																	
Roadway Design																	
Horizontal Geometry Design						1				1						2	1	$189.90
Pedestrian Ramp Layouts			1			2				4						7	2	$734.09
Demolition Sheets			1			1				4						6	2	$629.22
Quantities/Estimate						1										1		$104.87
Project QAQC	2		1							1						4		$779.42
SUBTOTAL	**2**		**3**			**5**				**10**						**20**		**$2,437.50**
Traffic Design																	
Signing																	
Small Sign Details						1				1						2	1	$189.90
Summary of Small Signs						1				1						2	1	$189.90
Pavement Marking																	
Pavement Markings & Signing Layouts			1			2				4						7	2	$734.09
QAQC	1		1													2		$439.31
SUBTOTAL	**1**		**2**			**4**				**6**						**13**		**$1,553.20**
Utility Management & Coordination																	
Utility Engineering and Coordination	1					4				2						7	2	$844.62
SUBTOTAL	**1**					**4**				**2**						**7**		**$844.62**
Storm Water Pollution Prevention Plan																	
SW3P Layouts	1			1		1				4						7	2	$870.13
Calculate and Tabulate Quantities			1	1		1										3		$459.16
SUBTOTAL	**1**		**1**	**2**		**2**				**4**						**10**		**$1,329.29**
100% DESIGN TOTALS	**5**		**6**	**2**		**15**				**22**						**50**		**$6,164.61**
MEMORIAL DESIGN TOTALS (CONSOR)	**8**		**16**	**22**		**37**				**53**						**136**		**$17,116.42**

CONSOR PROJECT TOTALS BY TASK																		
Roadway Design	4		10	13		18				24						69	5	$9,001.78
Traffic Design	2		5	4		10				15						36	4	$4,435.70
Utility Management & Coordination	1			1		5				6						13	2	$1,459.67
Storm Water Pollution Prevention Plan	1		1	4		4				8						18	2	$2,219.27
MEMORIAL DESIGN TOTALS (CONSOR)	**8**		**16**	**22**		**37**				**53**						**136**		**$17,116.42**

CITY WIDE PARK SAFETY INTERSECTION IMPROVEMENTS EXHIBIT D (BID PHASE)

Firm Name: Consor Engineers, LLC

Exhibit D : Fee Schedule

Method of Payment: Specified Rate

Project: City-Wide Park Safety Intersection Improvements - Bid Phase

	LABOR CLASSIFICATION															
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$255.08**	**$243.75**	**$184.23**	**$170.06**	**$119.04**	**$104.87**	**$99.20**	**$85.03**	**$79.36**	**$198.40**	**$127.54**	**$99.20**	**$85.03**			
BID PHASE & CONSTRUCTION PHASE SERVICES (SPECIFIED RATE)																
TASK 1500 - Bid Phase Services & Construction Phase services																
Prepare the Bid Proposal front end documents		1		4		2								7		$1,133.73
Prepare any addenda to drawings or specifications		2		6										8		$1,507.86
Attend the Pre-Bid Confrence		1		1										2		$413.81
Assist in responding to contractor questions		1		1										2		$413.81
Assist in evaluating bids received and provide recommendation		1		2										3		$583.87
SUBTOTAL		**6**		**14**		**2**								**22**		**$4,053.08**
PROJECT TOTALS - BID PHASE		**6**		**14**		**2**								**22**		**$4,053.08**

CITY WIDE PARK SAFETY INTERSECTION IMPROVEMENTS EXHIBIT D (CONSTRUCTION PHASE SERVICES)

Firm Name: Consor Engineers, LLC

Exhibit D : Fee Schedule

Method of Payment: Specified Rate

Project: City-Wide Park Safety Intersection Improvements - Construction Phase Services

	LABOR CLASSIFICATION															
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$267.84**	**$255.93**	**$193.44**	**$178.56**	**$124.99**	**$110.11**	**$104.16**	**$89.28**	**$83.33**	**$208.32**	**$133.92**	**$104.16**	**$89.28**			
CONSTRUCTION PHASE SERVICES																
1500.2 Construction Phase Services																
Attend preconstruction meeting			1	1										2		$372.00
Review and approve Shop Drawings	1		4	6		12								23		$3,434.28
Respond to RFIs	1		2	8		16								27		$3,844.96
Attend Construction meetings (Weekly Meetings)			4	15										19		$3,452.16
Prepare Testing Frequency Schedule			1	1		12								14		$1,693.32
Prepare and Update Buy America Matrix			2	8		30								40		$5,118.66
As-Built Preparation	1		2	4		6		16						29		$3,458.10
Subtancial Completion Punch List	1		4			18								23		$3,023.58
SUBTOTAL	**4**		**20**	**43**		**94**		**16**						**177**		**$24,397.06**
PROJECT TOTALS (CONSOR)	**4**		**20**	**43**		**94**		**16**						**177**		**$24,397.06**

PROJECT: CITY WIDE PARK SAFETY INTERSECTION IMPROVEMENTS				
CONSOR Engineers, LLC.				
OTHER DIRECT EXPENSES				
Other Direct Expenses	**UNITS**	**UNITS**	**RATE**	**COST**
Milage (Current State Rate)	per mile	100	$0.70	$70.00
8½"X11" B/W Paper Copies	each	100	$0.15	$15.00
11"X17" B/W Paper Copies	each	400	$0.25	$100.00
8½"X11" Color Paper Copies	each	100	$1.00	$100.00
11"X17" Color Paper Copies	each	50	$1.25	$62.50
Presentation Boards 36" x 48" Color Mounted on Foam core	each	30	$40.00	$1,200.00
			TOTAL	**$1,975.50**

Firm Name: GFT
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Salvador Rivas Jr. Park

	LABOR CLASSIFICATION															
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$350.00**	**$260.00**	**$230.00**	**$180.00**	**$125.00**	**$150.00**	**$135.00**	**$120.00**	**$90.00**	**$175.00**	**$140.00**	**$140.00**	**$115.00**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																
Roadway/Traffic Design																
Feasibility Studies (Pre-Design Report)																
Data Collection and Field Reconnaissance				3	3									6		$915.00
Safety Audit/Analysis - Review Streetlight Results and Recommendations				2	4									6		$860.00
Develop Design Options				1	2				5					8		$880.00
Preliminary Cost Estimates			1		3									4		$605.00
QAQC														0		$0.00
SUBTOTAL			**1**	**6**	**12**				**5**					**24**		**$3,260.00**
Drainage Design																
Hydrologic Studies																
QAQC														0		$0.00
SUBTOTAL																**$0.00**
Utility Management & Coordination																
Utility Engineering and Coordination					2									2		$250.00
SUBTOTAL					**2**									**2**		**$250.00**
PRELIMINARY ENGINEERING DESIGN TOTALS			**1**	**6**	**14**				**5**					**26**		**$3,510.00**
60% DESIGN PHASE																
Roadway Design																
Horizontal Geometry Design/Ped Ramp Layouts				2					12					14		$1,440.00
Quantities/Estimate				2	4				3					9		$1,130.00
Design Standards and Detail Sheets				3					2					5		$720.00
Project QAQC		1	1											2		$490.00
SUBTOTAL		**1**	**1**	**7**	**4**				**17**					**30**		**$3,780.00**
Drainage Design																
Existing Storm System Design/Check				1										1		$180.00
QAQC														0		$0.00
SUBTOTAL				**1**										**1**		**$180.00**
TASK 400 - Traffic Design																
Signing																
Small Sign Details & Summary of Small Signs					2	2			10					14		$1,450.00
Pavement Marking																
Pavement Markings & Signing Layouts				2					10					12		$1,260.00
Signalization (HAWK)																
Signal Layouts				2		2		4	36					44		$4,380.00
Circuit/Wiring Diagrams					4		2		12					18		$1,850.00
Electrical Service Summary/Service Coordination			2		3				1					6		$925.00
Photometric Analysis (N/A)														0		$0.00
Standards				2					3					5		$630.00
Traffic Quantities/Estimate			2		4				2					8		$1,140.00
QAQC		2	2											4		$980.00
SUBTOTAL		**2**	**6**	**6**	**13**	**4**	**2**	**4**	**74**					**111**		**$12,615.00**
Utility Management & Coordination																
Utility Engineering and Coordination					1		1							2		$260.00
SUBTOTAL					**1**		**1**							**2**		**$260.00**

Storm Water Pollution Prevention Plan																
Develope SW3P Layouts					1				3					4		$395.00
Quantities/Estimate														0		$0.00
SUBTOTAL					**1**				**3**					**4**		**$395.00**
60% DESIGN TOTALS		**3**	**7**	**14**	**19**	**4**	**3**	**4**	**94**					**148**		**$17,230.00**
100% DESIGN PHASE																
Roadway Design																
Horizontal Geometry Design/Ped Ramp Layouts					3				10					13		$1,275.00
Details, Typical Section, Notes, Demolition, etc.					2				2							$430.00
Quantities/Estimate/Design Standards and Detail Sheets					3				2					5		$555.00
Project QAQC		1	2											3		$720.00
SUBTOTAL		**1**	**2**		**8**				**14**					**21**		**$2,980.00**
Drainage Design																
Hydrologic Studies																
Existing Storm System Design/Check				1										1		$180.00
SUBTOTAL				**1**										**1**		**$180.00**
Traffic Design																
Signing																
Small Sign Details & Summary of Small Signs					2				6					8		$790.00
Pavement Marking																
Pavement Markings & Signing Layouts								2	5					7		$690.00
Signalization																
Signal Layouts				2					18					20		$1,980.00
Circuit/Wiring Diagrams				1	1									2		$305.00
Electrical Service Summary/Service Coordination				1										1		$180.00
Traffic Quantities/Estimate/Standards				1					4					5		$540.00
QAQC		1	2											3		$720.00
SUBTOTAL		**1**	**2**	**5**	**3**			**2**	**33**					**46**		**$5,205.00**
Utility Management & Coordination																
Utility Engineering and Coordination				2										2		$360.00
SUBTOTAL				**2**										**2**		**$360.00**
Storm Water Pollution Prevention Plan																
Develope SW3P Layouts/Calculate and Tabulate Quantities					2				3					5		$520.00
SUBTOTAL					**2**				**3**					**5**		**$520.00**
100% DESIGN TOTALS		**2**	**4**	**8**	**13**			**2**	**50**					**75**		**$9,245.00**
SALVADOR RIVAS DESIGN TOTALS (CONSOR)		**5**	**12**	**28**	**46**	**4**	**3**	**6**	**149**					**249**		**$29,985.00**

CONSOR PROJECT TOTALS BY TASK																
Roadway Design		2	4	13	24				36					75		$10,020.00
Drainage Design				2										2		$360.00
Traffic Design		3	8	11	16	4	2	6	107					157		$17,820.00
Utility Management & Coordination				2	3		1							6		$870.00
Storm Water Pollution Prevention Plan					3				6					9		$915.00
SALVADOR RIVAS DESIGN TOTALS (CONSOR)		**5**	**12**	**28**	**46**	**4**	**3**	**6**	**149**					**249**		**$29,985.00**

Firm Name: GFT
Exhibit D : Fee Schedule
Method of Payment: Specified Rate
Project: City-Wide Park Safety Intersection Improvements - Armijo Park

	LABOR CLASSIFICATION															
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator Senior**	**CADD Operator**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$350.00**	**$260.00**	**$230.00**	**$180.00**	**$125.00**	**$150.00**	**$135.00**	**$120.00**	**$90.00**	**$175.00**	**$140.00**	**$140.00**	**$115.00**			
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																
Roadway/Traffic Design																
Feasibility Studies (Pre-Design Report)																
Data Collection and Field Reconnaissance				2	2									4		$610.00
Safety Audit/Analysis - Review Streetlight Results and Recommendations				2	3									5		$735.00
Develop Design Options					5				4					9		$985.00
Preliminary Cost Estimates					2		3							5		$655.00
QAQC														0		$0.00
SUBTOTAL				**4**	**12**		**3**		**4**					**23**		**$2,985.00**
PRELIMINARY ENGINEERING DESIGN TOTALS				**4**	**12**		**3**		**4**					**23**		**$2,985.00**
60% DESIGN PHASE																
Roadway Design																
Horizontal Geometry Design/Ped Ramp Layouts				2					16					18		$1,800.00
Quantities/Estimate				2	4				2					8		$1,040.00
Design Standards and Detail Sheets				4					2					6		$900.00
Project QAQC		1	2											3		$720.00
SUBTOTAL		**1**	**2**	**8**	**4**				**20**					**35**		**$4,460.00**
Drainage Design																
Existing Storm System Design/Check				2										2		$360.00
QAQC														0		$0.00
SUBTOTAL				**2**										**2**		**$360.00**
TASK 400 - Traffic Design																
Signing																
Small Sign Details & Summary of Small Signs				1		2			12					15		$1,560.00
Pavement Marking																
Pavement Markings & Signing Layouts			2						10					12		$1,360.00
Summary of Pavement Markings and Signing																$0.00
Signalization (HAWK)																
Signal Layouts				4		4			48					56		$5,640.00
Circuit/Wiring Diagrams					3		2		14					19		$1,905.00
Electrical Service Summary/Service Coordination				2	1				1					4		$575.00
Standards				1					3					4		$450.00
Traffic Quantities/Estimate			2		4				4					10		$1,320.00
QAQC		1	2											3		$720.00
SUBTOTAL		**1**	**6**	**8**	**8**	**6**	**2**		**92**					**123**		**$13,530.00**
Utility Management & Coordination																
Utility Engineering and Coordination				2										2		$360.00
SUBTOTAL				**2**										**2**		**$360.00**
Storm Water Pollution Prevention Plan																
Develope SW3P Layouts				1					4					5		$540.00
Quantities/Estimate														0		$0.00
SUBTOTAL				**1**					**4**					**5**		**$540.00**
60% DESIGN TOTALS		**2**	**8**	**21**	**12**	**6**	**2**		**116**					**167**		**$19,250.00**

100% DESIGN PHASE																
Roadway Design																
Horizontal Geometry Design/Ped Ramp Layouts				2					14					16		$1,620.00
Design Standards and Detail Sheets				4					4							$1,080.00
Quantities/Estimate/Design Standards and Detail Sheets					2				3							$520.00
Project QAQC		1	2											3		$720.00
SUBTOTAL		**1**	**2**	**6**	**2**				**21**					**19**		**$3,940.00**
Drainage Design																
Hydrologic Studies																
Existing Storm System Design/Check				1										1		$180.00
QAQC														0		$0.00
SUBTOTAL				**1**										**1**		**$180.00**
Traffic Design																
Signing																
Small Sign Details & Summary of Small Signs					1				4					5		$485.00
Pavement Marking																
Pavement Markings & Signing Layouts					1				4					5		$485.00
Signalization																
Signal Layouts			2		2				18					22		$2,330.00
Circuit/Wiring Diagrams			1		2				6					9		$1,020.00
Electrical Service Summary/Service Coordination				2					1					3		$450.00
Traffic Quantities/Estimate/Standards				1					2					3		$360.00
QAQC		1	2											3		$720.00
SUBTOTAL		**1**	**5**	**3**	**6**				**35**					**50**		**$5,850.00**
Utility Management & Coordination																
Utility Engineering and Coordination					2									2		$250.00
SUBTOTAL					**2**									**2**		**$250.00**
Storm Water Pollution Prevention Plan																
Develope SW3P Layouts/Calculate and Tabulate Quantities					1				3					4		$395.00
SUBTOTAL					**1**				**3**					**4**		**$395.00**
100% DESIGN TOTALS		**2**	**7**	**10**	**11**				**59**					**76**		**$10,615.00**
ARMIJO DESIGN TOTALS (CONSOR)		**4**	**15**	**35**	**35**	**6**	**5**		**179**					**266**		**$32,850.00**

CONSOR PROJECT TOTALS BY TASK																
Roadway Design		2	4	18	18		3		45					77		$11,385.00
Drainage Design				3										3		$540.00
Traffic Design		2	11	11	14	6	2		127					173		$19,380.00
Utility Management & Coordination				2	2									4		$610.00
Storm Water Pollution Prevention Plan				1	1				7					9		$935.00
ARMIJO DESIGN TOTALS (CONSOR)		**4**	**15**	**35**	**35**	**6**	**5**		**179**					**266**		**$32,850.00**

CITY WIDE PARK SAFETY INTERSECTION IMPROVEMENTS EXHIBIT D (CONSTRUCTION PHASE SERVICES)

Firm Name: GFT

Exhibit D : Fee Schedule

Method of Payment: Specified Rate

Project: City-Wide Park Safety Intersection Improvements - Construction Phase Services

	LABOR CLASSIFICATION												
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training**	**Engineer Technician Senior**	**Engineer Technician Junior**	**CADD Operator**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**# of Sheets**	**Total Cost ($$)**
Contract Rate (Hourly)	**$350.00**	**$270.00**	**$230.00**	**$180.00**	**$125.00**	**$150.00**	**$135.00**	**$92.00**	**$140.00**	**$115.00**			
CONSTRUCTION PHASE SERVICES (CPS)													
Respond to RFI's				3						1	4		$655.00
Review Submittals				3						1	4		$655.00
General Support				3						1	4		$655.00
SUBTOTAL				**9**						**3**	**12**		**$1,965.00**
CONSTRUCTION PHASE SERVICES TOTALS (CONSOR)				**9**						**3**	**12**		**$1,965.00**

GRV Integrated Engineering Solutions LLC
CITY OF EL PASO - SURVEYING SCOPE SERVICES
2025-0590R-Safe-Routes-to-Parks

EXHIBIT C

PREPARED: 10/15/2025
Revised: 12/09/2025

	Senior Project Manager		Survey Manager (RPLS)		Surveying CAD Draftsman		Survey 2 Man Crew		Administrative/Clerical		Subtotals
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
SCOPE OF WORK		$143.50		$143.50		$84.05		$205.00		$82.00	
TOPOGRAPHIC SURVEYS											
100. PROJECT MANAGEMENT											
100.1 Perform contract administration and management duties, prepare monthly progress reports, and invoices.	4	$574.00		$0.00		$0.00		$0.00	4	$328.00	$902.00
100.2 Conduct Research to determine apparent boundary of property		$0.00	10	$1,435.00	10	$840.50		$0.00	16	$1,312.00	$3,587.50
Subtotals	**4**	**$574.00**	**10**	**$ 1,435.00**	**10**	**$840.50**	**0**	**$0.00**	**20**	**$1,640.00**	**$4,489.50**
Task 200 - Prepare Topographic Surveys for 20 Intersections											
200.1 Establish Horizontal and Vertical Control at each location.	8	$1,148.00		$0.00		$0.00	20	$4,100.00		$0.00	$5,248.00
200.2 Collect Topographic Survey Information at each location	8	$1,148.00		$0.00		$0.00	162	$33,210.00	12	$984.00	$35,342.00
200.3 Download Data and Process Data to prepare CAD Drawing	8	$1,148.00		$0.00	16	$1,344.80	8	$1,640.00		$0.00	$4,132.80
200.4 Prepare CAD Drawing of Topo Survey Information Collected	8	$1,148.00		$0.00	162	$13,616.10		$0.00		$0.00	$14,764.10
Subtotal Hours and Salary Cost	**32**	**$4,592.00**	**0**	**$0.00**	**178**	**$14,960.90**	**190**	**$38,950.00**	**12**	**$984.00**	**$59,486.90**
Task 300 - Prepare Topographic Surveys for 1 Mid Block (75' Length for each)											
300.1 Establish Horizontal and Vertical Control at each location.		$0.00		$0.00		$0.00	2	$410.00		$0.00	$410.00
300.2 Collect Topographic Survey Information at each location		$0.00		$0.00		$0.00	8	$1,640.00		$0.00	$1,640.00
300.3 Download Data and Process Data to prepare CAD Drawing		$0.00		$0.00	2	$168.10		$0.00		$0.00	$168.10
300.4 Prepare CAD Drawing of Topo Survey Information Collected	2	$287.00		$0.00	8	$672.40		$0.00		$0.00	$959.40
		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
											$0.00
Subtotal Hours and Salary Cost	**2**	**$287.00**	**0**	**$0.00**	**10**	**$840.50**	**10**	**$2,050.00**	**0**	**$0.00**	**$3,177.50**
Totals for Hours and Salary Cost	**38**	**$5,453.00**	**10**	**$1,435.00**	**198**	**$16,641.90**	**200**	**$41,000.00**	**32**	**$2,624.00**	**$67,153.90**

TOTAL LABOR	**$67,153.90**
DIRECT COSTS	**$939.00**
SUBCONSULTANTS	**$0.00**
TOTAL SUBS	
3% on Subs	
TOTAL SURVEYING SERVICES FEE (LUMP SUM)	**$68,092.90**

PROJECT COSTS	**UNIT**	**BILLING RATE**	**QTY**	**TOTAL**
Mileage	mile	$0.67	1,200	$804.00
Copying (Letter Size)	page	$0.15	400	$60.00
11x17 Copies	sheet	$0.30	250	$75.00
Blacklines (24 x 36)	sheet	$1.75	0	$0.00
Mylars (24x36)	sheet	$30.00	0	$0.00
Photos	each	$1.00	0	$0.00
Recordation Fees	each	$200.00	0	$0.00
BRASS CAP MONUMENT	each	$2,500.00	0	$0.00
		TOTAL DIRECT COSTS		**$939.00**

Cost per Intersection **$3,232.85**
Cost per Mid Block **$3,177.50**

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements"** 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 **"2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$424,916.80** 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 Engineering-Design Report Submittal	**$ 146,247.36**
60% Plan Submittal	**$ 141,086.87**
100% Plan Submittal	**$ 105,191.93**
Bid Phase Services	**$ 4,053.08**
Construction Phase Services	**$ 26,362.06**
ODE's	**$ 1,975.50**
Grand Total	**$ 424,916.80**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE
The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar** days following written

authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three** (**3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one** (**1) copy** of all addenda to the Owner for appropriate action within **four** (**4) months.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen** (**18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC.
1225 17TH STREET, SUITE 1300
DENVER, CO 80202-5534

CN144764051--GAUWP-24-25 D25294 9TX.00

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : N/A	N/A
INSURER C : National Fire Insurance Company	20478
INSURER D : Axis Surplus Insurance Company	26620
INSURER E : N/A	N/A
INSURER F :	

INSURED
Consor Engineers, LLC
6505 Waterford District Drive, Suite 470
Miami, FL 33126

COVERAGES **CERTIFICATE NUMBER:** SEA-004160521-01 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		7095110478	12/31/2024	12/31/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y		7095132738	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X 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 $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			7095135476 (AOS)	12/31/2024	12/31/2025	X PER STATUTE [ ] OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		7095140595 (CA)	12/31/2024	12/31/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2024	12/31/2024	12/31/2025	Per Claim	1,000,000
				SIR: 500,000			Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements. Consor Project No. D252949TX.00

City of El Paso is included as additional insured where required by written contract with respect to general and auto liability.

CERTIFICATE HOLDER

City of El Paso
Attn: City Engineer
218 N Campbell, 2nd Floor
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Danesha Flowers

© 1988-2016 ACORD CORPORATION. All rights reserved.

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	Zina Schwartz
Business Name	Consor North America, Inc.
Agenda Item Type	2025-0590R Traffic Engineering and Design Services for City-Wide Park Safety Intersection Improvements
Relevant Department	Capital Improvement 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: Maria O. Pasillas Maria O. Pasillas 2026.01.20 09:16:08 -07'00' Date: 1/7/2026

File #: 26-0235, **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.

Erin L. Martinez to the Ethics Review Commission by Representative Deanna Maldonado-Rocha, District 3.

Board Appointment Form

City Clerk's Office

REVISED
3:07 pm, Feb 04, 2026

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Consent
Date of Council Meeting	02/17/26
Name of Board	Ethics Review Commission

Agenda Posting Language

Erin L. Marinez to the Ethics Review Commission by City Representative Deanna Maldonado-Rocha, District 3.

Appointment Type	Regular

Member Qualifications

Practicing various types of law for over 25 years, public speaker and author.

Nominee Name	Erin L. Martinez
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	+1 (915) [redacted]
Residing District	District 1
City Employed Relatives	No

Board Membership

No

Real estate owned in El Paso County

[redacted]

Previous Appointee	Elena Grashiem
Reason for Vacancy	Term Expired
Date of Appointment	02/17/26
Term Begins On	02/21/26
Term Expires On	02/20/28
Term	First Term

ERIN L. MARTINEZ

[redacted]

ATTORNEY EXPERIENCE

Martinez & Martinez Law Firm, PLLC *El Paso, Texas—May 2006—present*
Counsel/union representative for the American Federal Government Employees Union. Represent federal employees in hearings before ALJ including grievances and EEOC matters; Participate in arbitrations and prepare post-arbitration briefs; Engage in federal, state, and administrative mediations on behalf of clients; Represent employees in internal affairs, OIG, OPR, EEOC and MIT investigations; Represent employees in workers compensation disputes; Prepare responses, briefs and documents for employees regarding adverse actions and termination cases; Prepare grievances on behalf of union; Advocate for employees regarding labor and employment disputes in District Court, before the EEOC, MSPB, and FLRA; Prepare briefs and motions for federal, state and administrative cases; Argue motions in state and federal court; Take and defend depositions in federal, state and administrative cases; Participate in union bargaining; Train unions and employees regarding employment discrimination, union contract, and representing employees during agency investigations

Law Office of Erin L. Martinez, P.C. *Lewisville, Texas—May 2003—May 2006*
Prepare briefs, motions and appeals before the Executive Office for Immigration Review, the Board of Immigration Appeals, and the Fifth Circuit Court of Appeals; Advise and represent foreign nationals before the USCIS; Prepare immigrant and nonimmigrant visa applications for individuals and employers; Prepare political asylum cases; Advocate for clients in District Court regarding family issues; Prepare corporate documents and filings; Argue cases in federal administrative court including deportation and cancellation

Saenz-Rodriguez & Associates, P.C. *Dallas, Texas—Mar. 2003—Sept. 2003*
Prepare briefs, motions and appeals for federal court; Advised and represented foreign nationals before Bureau of Citizenship and Immigration Services; Review corporate documents for preparation of investor visas; Research intricate immigration issues; Advocate for clients in federal court; Achieved success for multiple clients in federal court; Advise employers regarding administrative issues, document requirements

Law Offices of Richard A. Gump, Jr., P.C. *Dallas, Texas—Aug. 1999—Jan. 2002*
Advocate for foreign nationals before the INS; Draft and negotiate contracts, agreements, bylaws, articles of incorporation, shareholder agreements, business plans, immigration plans/policies and other corporate documents; Prepare immigrant and nonimmigrant visas for employers, individuals, investors, aliens of extraordinary ability, religious workers; Advise and

negotiate with foreign clients, counsel and embassies regarding international treaties and trade regulations in English and Spanish; Structure international and domestic joint ventures; Prepare immigration manual for community college districts

PUBLICATIONS AND SPEAKING ENGAGEMENTS

Co-author and Speaker, *Advanced Union Steward Training, Discipline, Grievances and other Topics,* American Federation of Government Employees (AFGE) Convention, July 2021.

Author and Speaker, *Disciplinary Action Basics – Weingarten and Interviews, Disciplinary Responses and Common Defenses and Related Issues* American Federation of Government Employees (AFGE) Convention, Spring 2021.

Author and Speaker, *Basic Steward Training including Discipline,* American Federation of Government Employees (AFGE), May 2019.

Author and Speaker, *Basic Steward Training,* American Federation of Government Employees (AFGE), August 2018.

Co-author and Speaker, *Hostile Work Environment—What Does It Mean?* American Federation of Government Employees (AFGE), National Border Patrol Convention, Spring, 2014.

Speaker, *Representing Agents Before Internal Affairs, OIG and OPR,* American Federation of Government Employees (AFGE), National Border Patrol Convention, Spring 2013.

Author, *Brief Comparison of E-2 and EB-5 Visas* American Immigration Lawyers Association Immigration and Nationality Law Handbook, Volume II, 1999/2000.

EDUCATION

Southern Methodist University School of Law *Dallas, Texas*
Juris Doctor, 1999; Class Rank: Top Third

Honors/Leadership Dean's List: Spring 1997, Fall 1998 and Spring 1999; Phi Delta Phi, Jewish Law Students Association – Vice President, Mock Trial Team Member, Intern at Securities and Exchange Commission, Mentor for underprivileged children.

Texas Christian University *Fort Worth, Texas*
Bachelor of Arts, Cum Laude, 1995; Political Science, Spanish; Intern at Department of State, Intern at United States Information Agency, Study Abroad in Mexico.

Professional Affiliations
State Bar of Texas; El Paso Bar Association; West Texas Employment Lawyers Association; Chair of the Texas Supreme Court Unauthorized Practice of Law Committee.

Bars and Courts
Admitted to practice law by the State Bar of Texas. Admitted to practice in the U.S. District Courts for the Northern and Western Districts of Texas.

LANGUAGES

Fluent in Spanish; Conduct legal and business negotiations with clients; Study abroad in Mexico

File #: 26-0222, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

P-Card Transactions for the period of December 23, 2025 - January 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: City Manager's Office

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

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

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

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

P-Card Transactions for the period of December 23, 2025 – January 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

ISSUE STATEMENT:

This agenda item is to provide the Council an update on the P-Card Transactions for the period of December 23, 2025 – January 20, 2026, Special Projects, and Discretionary fund expenditures for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND:

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

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

COUNCIL OPTIONS:

Take no action, No MOTION needed.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

City of El Paso Purchasing Card (P-Card) Policy and Procedures and FY2026 Budget Resolution

PRIOR COUNCIL ACTION:

N/A

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

ATTACHMENTS:

P-Card Transaction Reports December 23, 2025 to January 20, 2026 City Council Representatives and Staff

FOR MORE INFORMATION:

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

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

SIGNATURE: _____

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

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Fsp*state Bar Of New Mexi	1/14/2026	$ 453.20	For Prosecutor Carlos Gomez Baca to renew his New Mexico membership due to proximity and currently active litigation cases open in the State of NM.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	12/22/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	12/22/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	12/23/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	12/24/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/5/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/6/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/6/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/7/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/8/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/12/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/12/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/13/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/13/2026	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/14/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	1/15/2026	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Apta	1/5/2026	$ 934.00	Purchase of full event registration for Assistant City Attorney, Joyce Garcia, to attend APTA Legal Seminar in Philadelphia, PA and earn CLEs.
DISTRICT 02	Carlos Diego	Mailchimp	1/3/2026	$ 26.50	newsletter service
DISTRICT 02	Carlos Diego	Canva* I04750-33788820	1/3/2026	$ 14.99	graphic design service for social media and other office materials
DISTRICT 02	Carlos Diego	Dollar General #6764	1/16/2026	$ 3.00	thank you card for administrative specialist
DISTRICT 03	Jimenez Melody	Linktree* Linktree	12/24/2025	$ 15.96	Application monthly fee used for community meetings and constituent outreach
DISTRICT 03	Jimenez Melody	Samsclub.Com	12/24/2025	$ 83.18	Cupcakes and fruit for proclamation for Centennial veteran
DISTRICT 03	Maldonado-Rocha Deanna	Cci	1/5/2026	$ 91.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Maldonado-Rocha Deanna	Sams Club Renewal	1/8/2026	$ 110.00	Annual membership charge for D3 making purchases for constituents.

P-Card Transactions

12/23/2025 - 01/20/2026

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04761-47473210	1/14/2026	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 04	Trejo Cynthia	Canva* I04758-38348363	1/11/2026	$ 30.00	Professional Services: Software for District 4 Newsletters
DISTRICT 08	Rodriguez Alma	Gonzalos Gr Restaurant	1/16/2026	$ 37.37	District 8 community meeting open house style on 1/16/2026 for constituents to engage with their city representative and their local government.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

January 2026

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
District 3	KNOTTS INC	1/13/2026	$ 2,000.00	Open PO for banners, flyers,
District 6	Amazon Capital Services Inc	12/30/2025	$ 55.50	Nestle Hot Chocolate Packets,
District 6	Amazon Capital Services Inc	12/29/2025	$ 3.99	Amazon Basics Disposable Clea
District 6	Amazon Capital Services Inc	12/24/2025	$ 39.99	Igloo 5 Gallon Portable Sport
District 6	Amazon Capital Services Inc	12/29/2025	$ 3.38	Prang Board Chalk, Assorted C
District 6	Amazon Capital Services Inc	12/29/2025	$ 6.59	50Pcs Round Paint Brushes Bul
District 6	Amazon Capital Services Inc	12/29/2025	$ 22.77	Ginkgo 100 Pack 12 oz Leak-Pr
District 6	Amazon Capital Services Inc	12/29/2025	$ 33.99	Shuttle Art 18 Colors Acrylic
District 6	Amazon Capital Services Inc	12/29/2025	$ 43.99	Simetufy 72 Pack 8 x 10 inch
District 6	Amazon Capital Services Inc	12/24/2025	$ 18.99	100 Pcs White Plastic Paint P
District 6	Amazon Capital Services Inc	12/24/2025	$ 23.98	FAGNBED 10 Pack Royal Blue Di

File #: 26-0185, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 3/3/28

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras, Real Estate **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

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

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 Eli Ramos Investments LLC. Approval will result in $168,000.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel identified as PID 211569, consisting of 0.318 acres of vacant land, that is proposed to be conveyed to Eli Ramos Investments LLC for the purchase price of $168,000. The property was reviewed by City Council in Executive Session in September 2025.

The parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COUNCIL OPTIONS:

1. Approve the sale as presented.
2. Decline approval and 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:

The property was vetted by multiple City departments through the Capital Assets & Real Estate (CARE) Committee. It has been identified as surplus property with no potential use for future City projects.

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

Not applicable.

RELATED CITY POLICIES:

City Real Estate policy; Texas Local Government Code Section 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session in September 2025.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Not applicable - this is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None - see attached Disclosure of Campaign Contributions and Donations Form.

NAME	AMOUNT ($)

ATTACHMENTS:

A) Disclosure of Campaign Contributions and Donations Form
B) Ordinance
C) Contract of Sale and exhibits

FOR MORE INFORMATION:

Mary Lou Espinoza 915-212-0825 EspinozaM@elpasotexas.gov

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

SIGNATURE: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO ELI RAMOS INVESTMENTS, LLC., FOR THE PURCHASE PRICE OF $168,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS TRACT 22 B, BLOCK 38, YSLETA GRANT, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 0.318 ACRES OF LAND, MORE OR LESS, AND BEING AS FURTHER DESCRIBED BY METES AND BOUNDS AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE PART THEREOF FOR ALL PURPOSES, AND TRACT 22 C, BLOCK 38, YSLETA GRANT IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS CONTAINING 0.205 ACRES OF LAND MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, ALSO KNOWN AS 8821 ALAMEDA AVENUE, EL PASO, 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 Tract 22 B, Block 38, YSLETA GRANT in the CITY OF EL PASO, El Paso County, Texas, containing 0.318 acres, more or less, and being as further described by metes and bounds as shown on Exhibit A attached hereto and made a part thereof for all purposes, and Tract 22 C, Block 38, YSLETA GRANT in the CITY OF EL PASO, El Paso County, Texas, containing 0.205 acres more or less, being more particularly described by metes and bounds as shown on Exhibit B, attached hereto and made a part hereof for all purposes, also known as 8821 Alameda Avenue, El Paso Texas, such property being owned by the City of El Paso, for the purchase price of $168,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Eli Ramos Investments, 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.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT

_____
Mary Lou Espinoza
Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
8821 Alameda Avenue
El Paso, Texas

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 **Eli Ramos Investments, 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. Tract 22 B, Block 38, YSLETTA GRANT in the CITY OF EL PASO, El Paso County, Texas, containing 0.318 acres, more or less, and being as further described by metes and bounds as shown on Attachment "A" attached hereto and made a part thereof for all purposes, and Tract 22 C, Block 38, YSLETA GRANT in the CITY OF EL PASO, El Paso County, Texas, containing 0.205 acres more or less, being more particularly described by metes and bounds as shown on Attachment "B", attached hereto and made a part hereof for all purposes, also known as 8821 Alameda Avenue, El Paso Texas as described on **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of **$168,000.00** 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 **$1,680.00** ("**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. Reserved.

2. **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.

3. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

    c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed 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 Attn: Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	ELI Ramos Investments, LLC 408 Dodge Rd. El Paso, Texas 79915

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:

Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza
Capital Assets Manager

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:

_____

BUYER:
ELI Investments, LLC

By:_____
Ruben Ramos, President

EXECUTED by Buyer the 16 day of January, 2026.

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 16 day of January, 2026 by Ruben Ramos, as President of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

May 27, 2027

VICTOR MANUEL MACIAS
Notary ID #7876854
My Commission Expires
May 27, 2027

ATTACHMENT "A"
PROPERTY DESCRIPTION

Tract 22 B, Block 38, YSLETTA GRANT, in the City of El Paso, El Paso County, Texas, containing 0.318 acres, more or less, and being as further described by metes and bounds as shown on Attachment "A" attached hereto and made a part thereof for all purposes, and Tract 22 C, Block 38, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, containing 0.205 acres more or less, being more particularly described by metes and bounds as shown on Attachment "B", attached hereto and made a part hereof for all purposes, also known as 8821 Alameda Avenue, El Paso 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:	Eli Ramos Investments LLC
Grantee's Mailing Address:	408 Dodge Rd, El Paso, Texas 79915

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Tract 22 B, Block 38, YSLETTA GRANT, in the City of El Paso, El Paso County, Texas, containing 0.318 acres, more or less, and being as further described by metes and bounds as shown on Attachment "A" attached hereto and made a part thereof for all purposes, and Tract 22 C, Block 38, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, containing 0.205 acres more or less, being more particularly described by metes and bounds as shown on Attachment "B", attached hereto and made a part hereof for all purposes, also known as 8821 Alameda Avenue, El Paso 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

N/A

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2026 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY I SON 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:

Eli Ramos Investments LLC
408 Dodge Rd.
El Paso, TX 79915

and

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Reuben Ramos

Business Name: Eli Ramos Investment

Agenda Item Type: Real Est

Relevant Department: Real Est

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: 1-16-26

File #: 26-0186, **Version:** 1

Office SpaceCITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

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 Arnulfo Figueroa and Sandra Valadez for the purchase price of $202,050.00; such real property legally described as a portion of Tract 4C N/K/A Tract 4-C-3, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, according to the resurvey of said Ysleta Grant made by El Paso County, Texas, for tax purposes, and a portion of Lot 6, Block 2, Frutus Place, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Real Estate

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 3/3/26

CONTACT PERSON NAME: Mary Lou Espinoza, Real Estate **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras, Real Estate **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 7

AGENDA ITEM:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Arnulfo Figueroa and Sandra Valadez for the purchase price of $202,050.00; such real property legally described as a portion of Tract 4C N/K/A Tract 4-C-3, Block 38, Ysleta Grant, in the City of El Paso, El Paso County, Texas, according to the resurvey of said Ysleta Grant made by El Paso County, Texas, for tax purposes, and a portion of Lot 6, Block 2, Frutus Place, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, Texas

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 Arnulfo Figueroa and Sandra Valdez. Approval will result in $202,050.00 of revenue for the City.

BACKGROUND:

The City of El Paso desires to sell the real property parcel identified as PID 140408, consisting of approximately 0.92 acres of vacant land, that is proposed to be conveyed to Arnulfo Figureroa and Sandra Valdez for the purchase price of $202,050.00. 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 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 City Council 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 253.014

PRIOR COUNCIL ACTION:

The property was reviewed by City Council in Executive Session July 21, 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:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

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 ARNULFO FIGUEROA AND SANDRA VALADEZ, FOR THE PURCHASE PRICE OF $202,050.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACT 4C N/K/A TRACT 4-C-3, BLOCK 38, YSLETA GRANT, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE RESURVEY OF SAID YSLETA GRANT MADE BY EL PASO COUNTY TEXAS, FOR TAX PURPOSES, AND A PORTION OF LOT 6, BLOCK 2, FRUTUS PLACE, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF ON FILE IN VOLUME 11, PAGE 32, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.

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 4C n/k/a Tract 4-C-3, Block 38, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to the resurvey of said YSLETA GRANT made by El Paso County Texas, for tax purposes, and a portion of Lot 6, Block 2, FRUTUS PLACE, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $202,050.00. Further, that the City Manager or designee is authorized to: (1) execute a Contract of Sale with Arnulfo Figueroa and Sandra Valadez, (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:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT

_____
Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

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 **Arnulfo Figueroa and Sandra Valadez** ("**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 4C n/k/a Tract 4-C-3, Block 38, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to the resurvey of said YSLETA GRANT made by El Paso County Texas, for tax purposes, and a portion of Lot 6, Block 2, FRUTUS PLACE, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, Texas, 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 **$202,050.00** 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 **$2,020.50** ("**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. Reserved.

2. **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.

3. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

    c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed 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 P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	Arnulfo Figueroa and Sandra Valadez 8813 Old Country Road, El Paso, Texas 79907 Jrstarenergy@gmail.com Insurance1sandra@gmail.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the

Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2026.

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza
Capital Assets Manager

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:

_____

BUYERS:
Arnulfo Figueroa

By:_____
Arnulfo Figueroa

Sandra Valadez

By:_____
Sandra Valadez

EXECUTED by Buyers the 16 day of January, 2026.

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 16 day of January, 2026 by Arnulfo Figueroa **and** Sandra Valadez, as the **Buyers.**

_____
Notary Public, State of Texas

My commission expires:

04/04/2027

VERONICA MADRID
Notary Public, State of Texas
My Commission Expires
April 04, 2027
NOTARY ID 13428753-7

ATTACHMENT "A"
PROPERTY DESCRIPTION

A portion of Tract 4C n/k/a Tract 4-C-3, Block 38, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to the resurvey of said YSLETA GRANT made by El Paso County Texas, for tax purposes, and a portion of Lot 6, Block 2, FRUTUS PLACE, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, Texas.

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: **Arnulfo Figueroa and Sandra Valadez**

Grantee's Mailing Address:

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Tract 4C n/k/a Tract 4-C-3, Block 38, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to the resurvey of said YSLETA GRANT made by El Paso County Texas, for tax purposes, and a portion of Lot 6, Block 2, FRUTUS PLACE, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 11, Page 32, Real Property Records, El Paso County, Texas, as more particularly described in **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE

See permitted exceptions attached to this Deed as Attachment "A"

RESERVATIONS TO CONVEYANCE

None

The purchase of this Property is on an "AS IS", "WHERE IS", "WITH ALL FAULTS" basis. Grantee shall be responsible, at its own cost, to conduct any necessary surveys, inspections, or studies. Any Remediation required of Grantee shall be at Grantee's sole cost.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2026 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY I SON 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:

Arnulfo Figueroa and Sandra Valadez
8813 Old Country Road,
El Paso, Texas 79907

and

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name: Sandra Valadez

Business Name:

Agenda Item Type: Realstate

Relevant Department: Realstate

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: 1/16/26

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: Arnulfo Figueroa

Business Name: Realtor

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: 1/20/26

File #: 26-0156, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to JCGAR Ventures, LLC, for the purchase price of $51,000; such real property legally described as portion of Lots 18 and 19, Block 6, Alameda Acres, City of El Paso, El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Real Estate

AGENDA DATE: 2/3/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of $51,000.00; such real property legally described as a portion of Lots 18 and 19, Block 6, Alameda Acres, an addition to the City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 285972, consisting of approximately 0.16 acres of vacant land, that is proposed to be conveyed to JCGAR Ventures, LLC.

The City-owned parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

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 ($)

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

DEPARTMENT HEAD: _____

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

REVISED
2:26 pm, Feb 09, 2026

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO JCGAR VENTURES, LLC, FOR THE PURCHASE PRICE OF $51,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS PORTION OF LOTS 18 AND 19, BLOCK 6, ALAMEDA ACRES, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance; and

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253; and

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Portion of Lots 18 and 19, Block 6, Alameda Acres, City of El Paso, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $51,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with JCGAR Ventures, LLC; (2) sign any and all documents necessary to effectuate the sale and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(Signatures 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

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

REVISED
3:27 pm, Feb 02, 2026

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **PID# 285972**

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and JCGAR Ventures, 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. Portion of Lots 18 and 19, Block 6, Alameda Acres, 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 $51,000.00 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 $510.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective

Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the

Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead

to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed 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:	JCGAR Ventures, LLC 9362 Gateway East, El Paso, TX 79907 jgarcia@icon.homes; Cbgarcia@icon.homes

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:

Mona M. Heydarian
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:
JCGAR Ventures, LLC

By:_____
Charlie B. Garcia, Member

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 12th day of January, 2026 by Charlie Garcia, as Member of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

07 | 09 | 2028

CLARIBEL GARCIA
My Notary ID # 134981563
Expires July 9, 2028

ATTACHMENT "A"
PROPERTY DESCRIPTION

A portion of Lots 18 and 19, Block 6, ALAMEDA ACRES, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 4, Page 12, Real Property Records, El Paso County, Texas.

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: JCGAR VENTURES, LLC

Grantee's Mailing Address: 9362 Gateway East, El Paso, TX 79907

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Portion of Lot 18, Block 6, Alameda Acres, 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 I SON 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: Charlie B Garcia

Business Name: JC GAR, LLC

Agenda Item Type: Real Estate

Relevant Department: Real Estate

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2 92 080 of the El Paso Municipal Code

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2 92 080 of the El Paso Municipal Code

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge I understand that this disclosure is required by Title 2, Chapter 2 92 of the El Paso Municipal Code and is subject to verification by the city authorities Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature _____ Date 01/12/2026

File #: 26-0160, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Juan Martinez, for the purchase price of $49,000.00; such real property legally described as portions of Lots 8, 9, and 10, Block 3, Lancaster Addition Unit 3, City of El Paso, El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Real Estate

AGENDA DATE: 2/3/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Juan Martinez, for the purchase price of $49,000.00; such real property legally described as portions of Lots 8, 9, and 10, Block 3, Lancaster Addition Unit 3, City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 280871, consisting of approximately 0.21 acres of vacant land, that is proposed to be conveyed to Juan Martinez.

The City-owned parcel was marketed through a licensed real estate broker in accordance with the Texas Local Government Code, Sections 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

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 ($)

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

DEPARTMENT HEAD: _____

(If Department Head 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 JUAN MARTINEZ, FOR THE PURCHASE PRICE OF $49,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS PORTIONS OF LOTS 8, 9, AND 10, BLOCK 3, LANCASTER ADDITION UNIT 3, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, this property was listed through a broker pursuant to Chapter 253, Texas Local Government Code, and is being sold for an amount that is not less than the fair market value of the property as determined by an appraisal;

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 Portions of Lots 8, 9, and 10, Block 3, Lancaster Addition Unit 3, City of El Paso, El Paso County, Texas, PID 280871, such property being owned by the City of El Paso, for the purchase price of $49,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Juan Martinez, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____, 2026.

(Signatures begin on the following page)

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:

_____
Mary Lou Espinoza
Capital Assets Manager
Real Estate

REVISED
4:34 pm, Feb 02, 2026

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **PID # 280871**

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 Juan Martinez ("**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 Lots 8, 9, and 10, Block 3, LANCASTER ADDITION UNIT 3, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof in Volume 39, Page 18, Real Property Records, El Paso County, Texas, PID 280871 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 $49,000.00 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 $490.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property.

The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least

$500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may

terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed 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: Juan Martinez
2401 Tierra Mia Way, El Paso, TX 79938
Juanmtz92@gmail.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2026.

SELLER:
CITY OF EL PASO, TEXAS

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 12 day of January, 2026.

BUYER:
Juan Martinez

By: _____
Juan Martinez

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 12 day of January, 2026 by Hector Osvaldo Gonzalez, as Notary Public

HECTOR OSVALDO GONZALEZ
MY COMMISSION EXPIRES
08/11/2029
NOTARY ID: 135527804

_____
Notary Public, State of Texas

My commission expires:

08/11/2029

ATTACHMENT "A"
PROPERTY DESCRIPTION

A Portion of Lots 8, 9, and 10, Block 3, LANCASTER ADDITION UNIT 3, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof in Volume 39, Page 18, Real Property Records, El Paso County, Texas, PID 280871.

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: Juan Martinez

Grantee's Mailing Address: 2401 Tierra Mia Way, El Paso, TX 79938

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Portions of Lots 8, 9, and 10, Block 3, Lancaster Addition Unit 3, 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 _____, 2026 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

_____
Notary Public 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: Juan C. Martinez

Business Name: JC&D Services

Agenda Item Type: Real Estate

Relevant Department: Real Estate

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

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 1/13/26

File #: 26-0163, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

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 Torresdey Ventures, LLC, for the purchase price of $25,000; such real property legally described as a portion of Tract 9B, Block 36, Ysleta Grant, also known as a portion of Tract #1, Spohr Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 16, Page 49, Real Property Records, El Paso County, Texas.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Real Estate

AGENDA DATE: 2/3/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Torresdey Ventures, LLC, for the purchase price of $25,000; such real property legally described as a portion of Tract 9B, Block 36, Ysleta Grant, also known as a portion of Tract #1, Spohr Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 16, Page 49, Real Property Records, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 68379, consisting of 1.39 acres of vacant land, that is proposed to be conveyed to Torresdey Ventures LLC.

The city-owned parcel was marketed through a licensed real estate broker in accordance with Texas Local Government Code Section 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session: May 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A - this is a revenue generating item.

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)

ORDINANCE NO. _____

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

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 A portion of Tract 9B, Block 36, YSLETA GRANT, also known as a portion of Tract #1, SPOHR ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 16, Page 49, Real Property Records, El Paso County, Texas such property being owned by the City of El Paso, for the purchase price of $25,000. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Torresdey Ventures, 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.

ADOPTED this _____ day of _____ 2026.

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

Mary Lou Espinoza
Real Estate Division

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **PID# 68379**

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 Torresdey Ventures 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 9B, Block 36, YSLETA GRANT, also known as a portion of Tract #1, SPOHR ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 16, Page 49, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof., 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 $25,000.00 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 $5,000.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that

contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that

contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance

with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company

to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed 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:	Torresdey Ventures LLC 7358 Alameda Ave. El Paso, Texas 79915 javiertorresdey1@gmail.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no thirdparty 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:

Robert Aguinaga Jr
Robert Aguinaga
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 Seller the ___ day of _____, 2026

BUYER:
Torresdey Ventures LLC

By: Fernando Torresdey
Fernando Torresdey, Member

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 13 day of January, 2026 by Fernando Torresdey, as representative of the **Buyer**.

Notary Public, State of Texas

My commission expires:

Nov 24, 2026

LORENA MORENO
My Notary ID # 128454126
Expires November 24, 2026

ATTACHMENT “A”
PROPERTY DESCRIPTION

A portion of Tract 9B, Block 36, YSLETA GRANT, also known as a portion of Tract #1, SPOHR ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 16, Page 49, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

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: Torresdey Ventures LLC

Grantee's Mailing Address: 7358 Alameda Ave., El Paso, TX 79915

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Tract 9B, Block 36, YSLETA GRANT, also known as a portion of Tract #1, SPOHR ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 16, Page 49, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof., as more particularly described in **Attachment "A"**.

CONSIDERATION

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

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the

Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2026 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY I SON 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	FERNANDO TORRESDEY
Business Name	TORRESDEY VENTURES LLC
Agenda Item Type	Sale of city-owned land
Relevant Department	Real Estate

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

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 01/14/2025

File #: 26-0169, **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
Tax Office, Maria O. Pasillas, (915) 212-0106

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to execute a Tax Resale Deed conveying all right, title, and interest in real property described as: A portion of Lot 18, Block 13A, Logan Heights Addition to the City of El Paso, El Paso County, Texas, to Humberto Lozano ("Buyer"), in accordance with Section 34.05(h) of the Texas Tax Code.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Tax Office

AGENDA DATE: 2/3/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Maria O. Pasillas **PHONE NUMBER:** 915-212-0106

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

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

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Humberto Lozano, to the following and described parcel:

A portion of Lot 18, Block 13A, Logan Heights Addition to the City of El Paso, El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

BACKGROUND / DISCUSSION:

The property being sold is referred to as a “struck off” property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has considered this type of item previously.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Maria O. Pasillas Maria O. Pasillas 2026.01.20 09:16:08 -07'00'

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

ORDINANCE NO._____

AN ORDINANCE authorizing the City Manager to execute a Tax Resale Deed conveying all right, title, and interest in real property described as: *A portion of Lot 18, Block 13A, Logan Heights Addition to the City of El Paso, El Paso County, Texas,* to **Humberto Lozano ("Buyer"),** in accordance with Section 34.05(h) of the Texas Tax Code.

WHEREAS, by Sheriff's Sale conducted on September 5, 1972, the below described property was struck off to the City of El Paso, (the **"City"**) Trustee, pursuant to a delinquent tax foreclosure decree of the 41st Judicial District Court, El Paso County, Texas; and

Whereas, the sum of FOUR HUNDRED EIGHTY-THREE and 53/100 Dollars ($483.53) has been tendered by Buyer for the purchase of said property pursuant to Section 34.05(h)(2) of the Texas Tax Code.

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

That the City Manager, or designee, is hereby authorized, pursuant to Section 34.05 of the Texas Tax Code, to execute a Tax Resale Deed conveying to **Humberto Lozano**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

A portion of Lot 18, Block 13A, Logan Heights Addition to the City of El Paso, El Paso County, Texas.

ADOPTED THIS _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor-Collector

ORDINANCE NO._____
26-6400-TRAN-630709-Struck Off Property-OG

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS	**X**	
	X	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF EL PASO	**X**	

That, **The City of El Paso, Trustee,** acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of the City, hereinafter referred to as *Grantor,* for and in consideration of the sum of **$483.53** cash in hand paid by

Humberto Lozano
4301 Kaspar Way
El Paso, Texas 79924

hereinafter referred to as *Grantee(s),* the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY unto said Grantee all of the right, title, and interest acquired by Grantor and all other taxing units as a result of the tax foreclosure judgment against the property herein described, rendered in *Cause No. 71-6;* in the district court of said county, and the tax foreclosure sale conducted pursuant thereto; said property being located in El Paso County, Texas, and described as follows:

A portion of Lot 18, Block 13A, Logan Heights Addition to the City of El Paso, El Paso County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Grantee(s), their heirs and assigns forever, without warranty of any kind, express or implied, so that neither the Grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by Grantee herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

****

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF, The City of El Paso, Trustee, has caused these presents to be executed this _____ day of _____, 20_____.

CITY OF EL PASO, TRUSTEE:

BY:_____
_ Dionne Mack, City Manager

STATE OF TEXAS **X**

COUNTY OF EL PASO **X**

This instrument was acknowledged before me on this _____ day of _____, 20_____, by **Dionne Mack, City Manager**, of the City of El Paso.

_____

Notary Public, State of Texas
Commission Expires: _____

After recording return to:

Humberto Lozano
4301 Kaspar Way
El Paso, TX 79924

File #: 26-0258, **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 Cynthia Boyar Trejo, (915) 212-0004
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 authorizing the City Manager to develop within 60 days a proposed Data Center Policy Framework for the City of El Paso. The framework shall prioritize community engagement, utility providers, local, state and regional government in implementation considerations, evaluate long term impacts on infrastructure and utilities. During development of the framework, City negotiations or development discussions related to new data center projects shall be paused. Further, direct the city attorney to conduct a legal analysis of all current 380 agreements with data centers.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: District 4

AGENDA DATE: 02/17/2026

CONTACT PERSON NAME Cynthia Boyar Trejo **PHONE NUMBER:** 915-212-0004

2nd CONTACT PERSON Dr. Josh Acevedo **PHONE NUMBER:** 915-212-0002

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 05

SUBGOAL: 01, 07, 08

SUBJECT:

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

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

Data Centers Policy Framework Components

The Data Center Policy Framework shall include, at a minimum, the following elements:

1. Intergovernmental and Utility Coordination

Collaboration with El Paso County, electric, water, gas, and other utility providers, as well as local and regional governmental partners, to assess infrastructure capacity, long term demand, and system impacts associated with data center development.

2. Zoning and Land Use Clarity

Clear zoning and land use classifications that explicitly define where data centers are appropriate, ensuring compatibility with surrounding uses while preserving flexibility for future community serving development.

3. Workforce and Economic Opportunity

Inclusion of a Hire El Paso First provision in applicable development agreements or contracts, prioritizing local hiring and requiring collaboration on workforce training, skills development, and career pathway opportunities for El Paso residents, including partnerships with local educational institutions and workforce development organizations.

4. Corporate and Social Responsibility Expectations

Establishment of expectations for corporate and social responsibility from data center developers, including:

1. Responsible stewardship of water, energy, and other natural resources
2. Use of efficiency measures and conservation practices appropriate to the desert environment
3. Transparency regarding operational impacts on public infrastructure

5. Community Engagement and Transparency

A structured process to gather and incorporate community input as part of the development of data center guidelines, including:

1. Engagement with residents, neighborhood organizations, and affected communities

2. Opportunities for public comment and feedback during policy development

6. Broader Stakeholder Engagement

Engagement with El Paso County officials, state representatives, Fort Bliss officials, and members of the business and real estate communities to gather input and build alignment in support of the policy framework.

7. Balanced Development Requirement

The policy framework shall be structured to provide clear, consistent, and predictable standards for data center development, recognizing that overly restrictive or unclear policies may unintentionally push development outside City limits, resulting in lost tax base and economic benefit while still placing demand on shared regional resources such as water supply, electric, gas, and other infrastructure.

Accordingly, the framework shall seek to balance responsible growth with the protection of public resources, ensuring that development decisions are made transparently and in a manner that serves the long term interests of the City of El Paso and the region.

8. Temporary Pause on Negotiations

This pause is intended to allow for policy development and shall not be construed as a prohibition on data center development.

9. Direction and Timeline

The City Manager is directed to return to City Council with a proposed Data Center Policy Framework, including findings, stakeholder input, and implementation considerations, within sixty days of Council action.

The City Attorney shall return to City Council with a legal analysis on all current 380 agreements that the city has engaged in with data centers

File #: 26-0259, **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 Cynthia Boyar Trejo, (915) 212-0004
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 to evaluate and implement improvements to pothole repair practices, including drop-and-go, hot-mix, and permanent repair methods; establish criteria for addressing streets with repeated failures; and strengthen inspection practices for utility-related roadway work. The City Manager shall return to City Council within thirty (30) days with data, cost comparisons, and recommended process changes, including actions to be incorporated into the City's upcoming strategic plan without increasing the existing pothole repair budget, and for consideration as part of the next fiscal year budget.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: District 4

AGENDA DATE: 02/17/2026

CONTACT PERSON NAME Cynthia Boyar Trejo **PHONE NUMBER:** 915-212-0004

2nd CONTACT PERSON Dr. Josh Acevedo **PHONE NUMBER:** 915-212-0002

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 07

SUBGOAL: 03

SUBJECT:

Discussion and action to direct the City Manager to evaluate and implement improvements to pothole repair practices, including drop-and-go, hot-mix, and permanent repair methods; establish criteria for addressing streets with repeated failures; and strengthen inspection practices for utility-related roadway work. The City Manager shall return to City Council within thirty (30) days with data, cost comparisons, and recommended process changes, including actions to be incorporated into the City's upcoming strategic plan without increasing the existing pothole repair budget, and for consideration as part of the next fiscal year budget.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004

Discussion and action to direct the City Manager to evaluate and implement improvements to pothole repair practices, including drop-and-go, hot-mix, and permanent repair methods; establish criteria for addressing streets with repeated failures; and strengthen inspection practices for utility-related roadway work. The City Manager shall return to City Council within thirty (30) days with data, cost comparisons, and recommended process changes, including actions to be incorporated into the City's upcoming strategic plan without increasing the existing pothole repair budget, and for consideration as part of the next fiscal year budget.

.

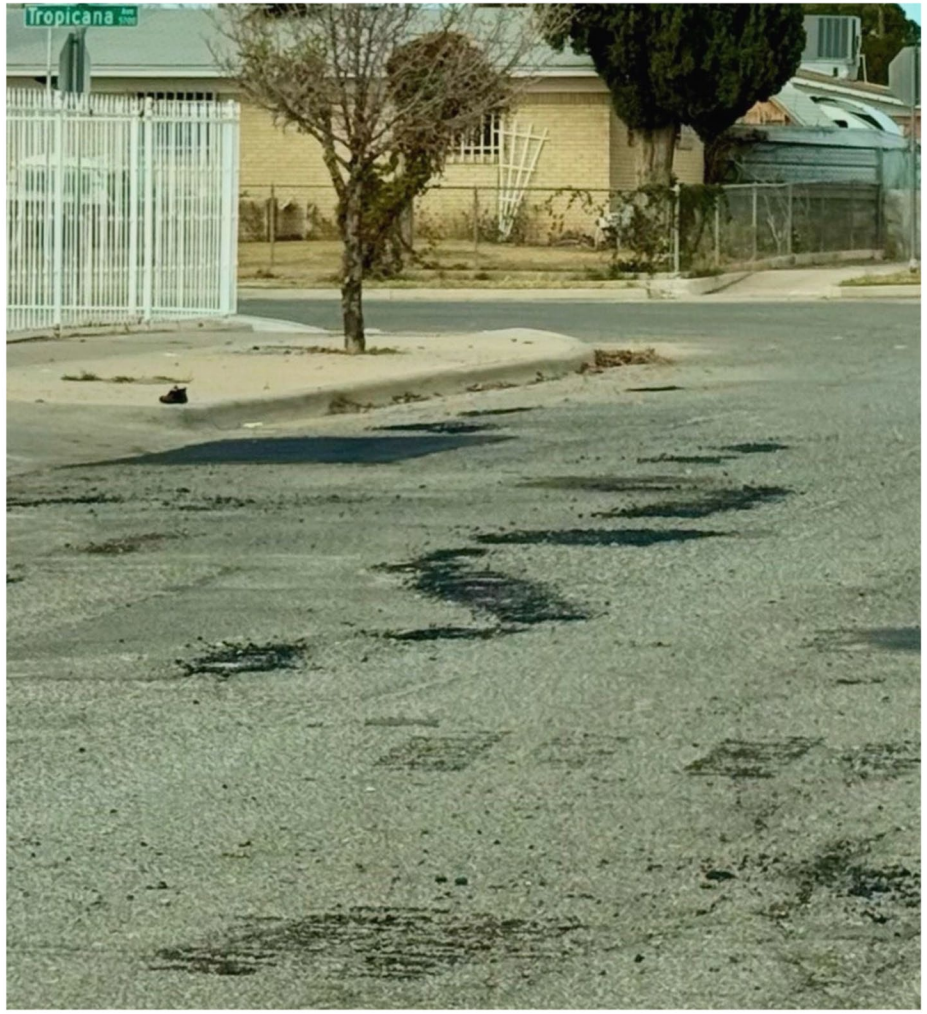
Strategic Goal 07: Enhance and Sustain El Paso's Infrastructure Network

Subgoal: Promote the Visual Image of El Paso

Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004

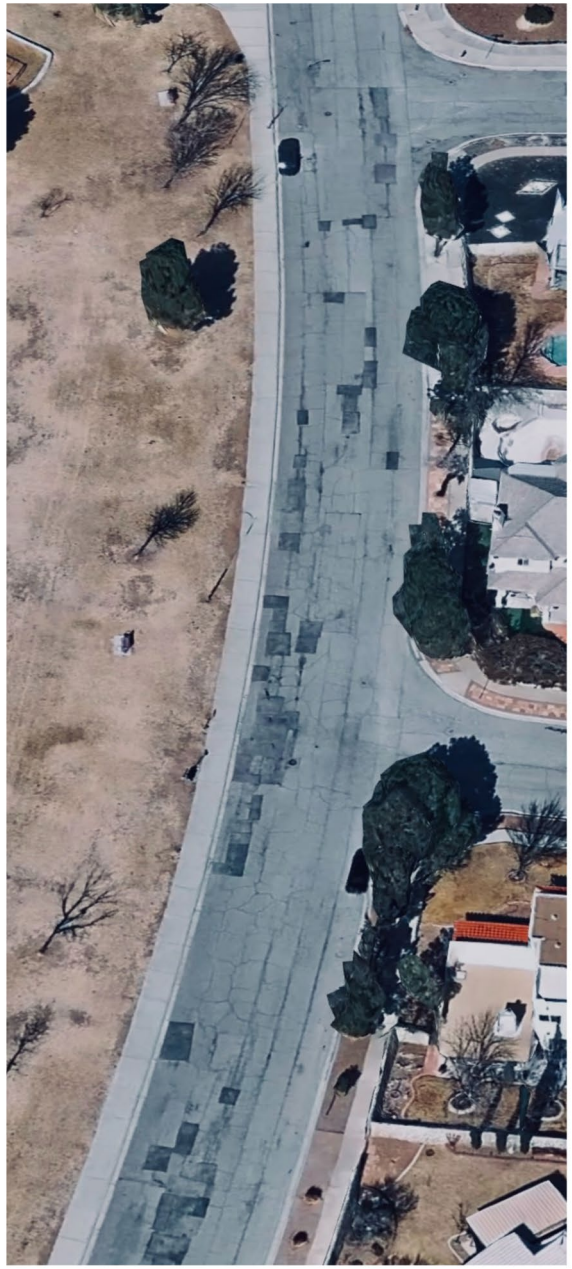
Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004

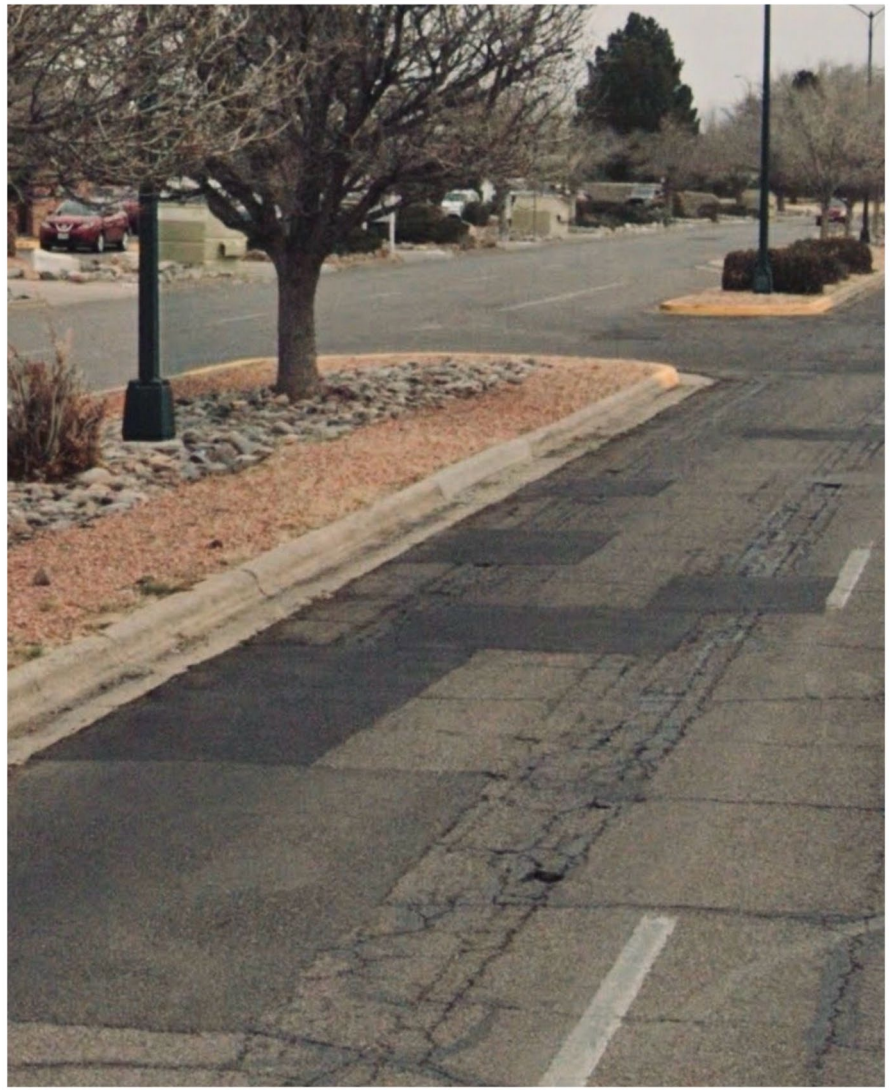
Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004



Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004

Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004





Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004

Cynthia Boyar Trejo
El Paso City Representative - District 4
District4CityRep@elpasotexas.gov
(915) 212-0004

Discussion and action to direct the City Manager to evaluate and implement improvements to pothole repair practices, including drop-and-go, hot-mix, and permanent repair methods; establish criteria for addressing streets with repeated failures; and strengthen inspection practices for utility-related roadway work. The City Manager shall return to City Council within thirty (30) days with data, cost comparisons, and recommended process changes, including actions to be incorporated into the City's upcoming strategic plan without increasing the existing pothole repair budget, and for consideration as part of the next fiscal year budget.

.

Strategic Goal 07: Enhance and Sustain El Paso's Infrastructure Network

Subgoal: Promote the Visual Image of El Paso

File #: 26-0260, **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
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

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 begin the process for a November 2026 City Charter Amendment Special Election, conduct public outreach, and seek outside counsel, if needed. Further, discussion and action on activating the City of El Paso Ad Hoc Charter Advisory Committee for the purpose of a City Charter Amendment Special Election to be held in November 2026.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 02/17/2026

CONTACT PERSON NAME Representative Josh Acevedo **PHONE NUMBER:** 915-212-0002

2nd CONTACT PERSON Representative Cynthia Boyar **PHONE NUMBER:** 915-212-0004

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 6 - Set the Standard for Sound

SUBGOAL: 8

SUBJECT:

Discussion and Action to direct the City Manager and City Attorney to begin the process for a November 2026 City Charter Amendment Special Election, conduct public outreach, and seek outside counsel, if needed. Further, discussion and action on activating the City of El Paso Ad Hoc Charter Advisory Committee for the purpose of a City Charter Amendment Special Election to be held in November 2026.

COMMUNITY AND STAKEHOLDER OUTREACH:

This item would initiate the process for community and stakeholder outreach.

BACKGROUND / DISCUSSION:

A document with a timeline for Charter Amendment Special Election was presented by the City Attorney to Representatives in Autumn of 2025. No further action was taken. This item would initiate the process with a revised timeline.

PRIOR COUNCIL ACTION:

On January 18, 2022 and January 31, 2022 the City Council took action to create a Charter Committee to review a referendum of the Charter and to hold a Charter election.

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?

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

Timeline and Deadlines for November 3, 2026 Charter Amendment Special Election

DATE	ACTION
October-December, 2025	Prepare comprehensive wish list of proposed charter amendments and presentation for City Council. Meet with leadership for detailed information on proposed amendments. Prepare resolution to appoint Ad Hoc Charter Committee. Brief Council members and recommend that they make appointments on first February Council meeting for Committee.
December 17, 2025	Present at SBR
January, 2026	Brief Council Members
January 20, 2026	Present staff's findings on charter amendments to City Council in work session. Receive feedback and any council approved amendments.
January 20, 2026	Resolution to create a 2026 Ad Hoc Charter Advisory Committee.
February 3, 2026	Council appointments to Committee.
Feb.-May, 2026	Monthly, and eventually bi-weekly Committee meetings.
Feb.-July, 2026 Continue throughout	Public outreach and draft ordinance ordering Election.
March-July, 2026	Present updates to Council on Committee work and Public Feedback. (work session if there is one) and draft ordinance.
July 21, 2026	Deadline for City Council to Introduce the ordinance ordering the Special Election. Ballot language must be ready by this date.
August 4, 2026	Deadline for City Council to adopt the ordinance ordering the special election. NOTE: The statutory deadline to order the special election is Monday, August 17, 2026 (78 days before election day) (Elec. Code 3.005(c)). Charter elections must be ordered by ordinance. Section 3.9 of the Charter requires that ordinances be adopted at a regular City Council meeting (cannot be adopted at a special meeting). The introduction and adoption dates noted above take into account the statutory deadline and charter requirements, as well as the City's 2026 council meeting calendar.
October 4-20, 2026	Period during which notice of the election must be published, at least once, in a newspaper—not earlier than 30 days or later than 10 days before election day. Elec. Code 4.003(a)(1), 4.003(c). The notice must also be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the election (Local Gov't Code 9.004(c)(3).

October 13, 2026	Deadline for posting a copy of notice of election with location of polling places on City's bulletin board—not later than 21 days before election day. (Elec. Code 4.003(b))
October 16, 2026	Deadline for posting notice of time and places for voting on City's website – at least 72 hours before each voting period begins (this includes early and regular voting) (Elec. Code 85.007(c))
October 19-30, 2026	Early Voting period – 17th day before election day through 4th day before election day (Elec. Code 85.001(a)). If the date prescribed by (a) for beginning period is a Saturday, Sunday, or legal state holiday, the early voting begins on the next regular business day. (Elec. Code 85.001(c).
November 3 (Tues)	Election Day (Elec. Code 41.001(a)(3))
November 14 (Sat)	Last day to canvass election at open meeting – no later than 11 days after election (any day between 3 and 11 days after election) (Elec. Code 67.003)

File #: 26-0228, **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 2026-0191 Citywide Pavement Markings 2025 to Pavement Markings, LLC dba PMI Pavement Markings, LLC for a total estimated amount of $6,082,000.00, including an optional term as indicated below:

Department:	Streets and Maintenance
Award to:	Pavement Markings, LLC dba PMI Pavement Markings, LLC
City & State:	Phoenix, AZ
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Option Terms:	730 Consecutive Calendar Days
Total Contract Time:	1,460 Consecutive Calendar Days
Initial Term Estimated Award:	$3,041,000.00
Option Term Estimated Award:	$3,041,000.00
Total Estimated Award:	$6,082,000.00
Account(s):	532-2560-32040-522270-P26STYR7ART 532-2560-32040-522270-P27STYR8ART 532-4825-29110-522270-TBA 532-1000-32040-P3230-522270
Funding Source(s):	FY26 Arterial Street Resurfacing - PayGo FY27 Arterial Street Resurfacing - PayGo

Top50 Arterials - Community Progress Bond
FY26-27 General Fund

District(s): All

This was a Low Bid Procurement.

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

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

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Streets and Maintenance
AGENDA DATE: **February 17, 2026**
PUBLIC HEARING DATE: Not Applicable
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 2026-0191 Citywide Pavement Markings 2025 to Pavement Markings, LLC dba PMI Pavement Markings, LLC for a total estimated amount of $6,082,000.00 including an optional term as indicated below:

Department:	Streets and Maintenance
Award to:	Pavement Markings, LLC dba PMI Pavement Markings, LLC
City & State:	Phoenix, AZ
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Option Terms:	730 Consecutive Calendar Days
Total Contract Time:	1,460 Consecutive Calendar Days
Initial Term Estimated Award:	$3,041,000.00
Option Term Estimated Award:	$3,041,000.00
Total Estimated Award:	$6,082,000.00
Account(s):	532-2560-32040-522270-P26STYR7ART
	532-2560-32040-522270-P27STYR8ART
	532-4825-29110-522270-TBA
	532-1000-32040-P3230-522270
Funding Source(s):	FY26 Arterial Street Resurfacing – PayGo
	FY27 Arterial Street Resurfacing – PayGo
	Top50 Arterials – Community Progress Bond
	FY26-27 General Fund
District(s):	All

This was a Low Bid Procurement

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

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

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

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the

project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

ISSUE STATEMENT:
City Council is asked to approve the award of a construction contract for Citywide Pavement Markings 2025. This contract will allow for pavement markings to be performed where planned as well as supporting Streets and Maintenance pavement marking operations.

BACKGROUND:
This contract supports the City of El Paso's ongoing street resurfacing program and provides for the pavement markings of various collector and arterial streets within the City right-of-way, as well as supporting Streets and Maintenance pavement markings operations. The selected contractor will perform installation of pavement markings on designated roadways. The scope of work also includes removal of existing markings from roadway surface.

Solicitation was advertised on November 25, 2025 and December 2, 2025. The solicitation was posted on City website on November 25, 2025. There were a total twenty-four (24) viewers online; One (1) bid was received; none from local suppliers.

An Inadequate Competition Survey was conducted indicating the following:

1. Suppliers were not interested
2. Suppliers did not have the equipment
3. Suppliers could not meet deadlines

No protest received for this requirement.

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

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

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on December 3, 2025. Three (3) suppliers were in attendance.

RELATED POLICIES:
1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:
Not Applicable.

LEGAL REVIEW:
☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:
Amount: $6,082,000.00
Funding Source: FY26 Arterial Street Resurfacing – PayGo; FY27 Arterial Street Resurfacing – PayGo;Top50 Arterials – Community Progress Bond and FY26-27 General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

ATTACHMENTS:

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

FOR MORE INFORMATION:

Randy Garcia	915-212-7000	GarciaRX5@elpasotexas.gov

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

SIGNATURES:

Randy Garcia
_____
Randy Garcia, Director

_____
Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO
BID TABULATION FORM

BID TITLE: Citywide Street Pavement Markings 2025 | **BID NO: 2026-0191**

BID DATE: December 24, 2025 | **DEPARTMENT: Streets and Maintenance**

Pavement Marking, LLC
Phoenix, AZ

Bidder 1 of 1

BASE BID I: Unit Price Schedule

NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	Item	DESCRIPTION	PRICE (ONLY 2 DECIMALS)	TOTAL
1	3,000	Square Foot (SF)	MARKING REMOVAL	Remove pavement markings on existing concrete and asphalt surfaces. To include clean up and removal of any waste and debris as well as needed preparation of the surface for replacement markings.	$25.00	$75,000.00
2	250,000	LF	H.A.T.P. REFLECTIVE PAVEMENT RIBBON White 4" Broken	Hot Applied Thermoplastic Pavement markings for broken lines, edge lines and other long line applications. White.	$0.62	$155,000.00
3	150,000	LF	H.A.T.P. REFLECTIVE PAVEMENT RIBBON Yellow 4" Broken	Hot Applied Thermoplastic Pavement markings for broken lines, edge lines and other long line applications. Yellow	$0.62	$93,000.00
4	250,000	LF	H.A.T.P. REFLECTIVE PAVEMENT RIBBON White 4" Solid	Hot Applied Thermoplastic Pavement markings for lane lines, edge lines and other long line applications. White Solid.	$0.62	$155,000.00
5	150,000	LF	H.A.T.P. REFLECTIVE PAVEMENT RIBBON Yellow 4" Solid	Hot Applied Thermoplastic Pavement markings for lane lines, edge lines and other long line applications. Yellow Solid	$0.62	$93,000.00
6	40,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed Stop bar/Crosswalk	Hot Applied Thermoplastic Preformed sheets for crosswalks, stop bars and other short line applications. White.	$23.00	$920,000.00
7	20,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Preformed BIKE BOX	Hot Applied Thermoplastic Preformed sheets for Bike Boxes. Green.	$23.00	$460,000.00
8	100	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed WORD	Hot Applied Thermoplastic Preformed Words. Stop Ahead, Bike Lane, Yield, ands other words as Needed. White.	$375.00	$37,500.00
9	1,500	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed SYMBOL	Hot Applied Thermoplastic Preformed symbols. Arrows, Double Arrows, Shared Lanes, Bike Lanes and other symbols as needed.	$375.00	$562,500.00 Bidder's Price $562,000.00

Approved By: ___/S/____
Date: 1/14/2026

CITY OF EL PASO
BID TABULATION FORM

BID TITLE: Citywide Street Pavement Markings 2025	**BID NO: 2026-0191**
BID DATE: December 24, 2025	**DEPARTMENT: Streets and Maintenance**
	Pavement Marking, LLC **Phoenix, AZ**
	Bidder 1 of 1

BASE BID I: Unit Price Schedule

NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	Item	DESCRIPTION	PRICE (ONLY 2 DECIMALS)	TOTAL
10	65	Each (EA)	STRIPING AND MARKING MOBILIZATION	Move in/out and set up costs. To include any and all costs for transportation, set up, parking, storage, traffic control, cleanup or any other related costs. One per vicinity within a radius of half a mile. Centerpoint to be determined mutually by appointed COEP and Contractor project managers	$1,000.00	$65,000.00
11	125,000	LF	Waterborne Paint Reflective Pavement Marking Type 2 White 4"	Applied Waterborne Reflective Pavement markings Type 2 for lane lines, edge lines and other long line applications. White.	$0.25	$31,250.00
12	75,000	LF	Waterborne Paint Reflective Pavement Marking Type 2 Yellow 4"	Applied Waterborne Reflective Pavement markings Type 2 for lane lines, edge lines and other long line applications. Yellow	$0.25	$18,750.00
13	150,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT EXTRUDED RIBBON	Hot Applied Thermoplastic Pavement Markings for lane lines, edge lines, and other long line applications. Yellow and White.	$2.50	$375,000.00
SUM TOTAL BASE BID (Items 1 - 13)						**$3,041,000.00** **Bidder's Price $3,040,500.00**

OPTION TO EXTEND THE TERM OF THE CONTRACT

THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.

BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:

Bidder offers the City the option to extend the term for the contract, up to one hundred percent (100%) of the original contract quantities for one (1) term of 730 Consecutive Calendar Days.	**X**
NO OPTION OFFERED	
BID BOND	**Yes**
AMENDMENTS ACKNOWLEDGED	**Yes**

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: 1/14/2026

View List for 2026-0191 Citywide Pavement Markings			
No.	Participant Name	City	State
1.	PMI Pavement Marking, LLC (Pavement Marking, LLC)	El Paso	TX
2.	300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC	El Paso	TX
3.	ACO Remodeling & Construction, Inc.	El Paso	TX
4.	Amtek USA, Austin	Houston	TX
5.	ConstructConnect	Cincinnati	OH
6.	Construction Reporter	Albuquerque	NM
7.	Dunn-Edwards Corportation	Vernon	CA
8.	GCC Sun City Materials, LLC	El Paso	TX
9.	Matrix Fitness (Johnson Health Tech North America, Inc.)	Cottage Grove	WI
10.	Nine Degrees Architecture + Design, Inc.	El Paso	TX
11.	Roger Brown Co. LLC	El Paso	TX
12.	Technology World LLC Dba Sentry	El Paso	TX
13.	The PlanIt Room	El Paso	TX
14.	West Texas Chapter AGC	Abilene	TX
15.	Delegard Tool of Texas	Houston	TX
16.	Allometrics Inc.	Webster	TX
17.	Zeraus Iluminacion	El Paso	TX
18.	Du-West Construction, Inc.	Pasadena	TX
19.	Southland Organics	Bogart	GA
20.	Complete Supply Inc	Farmers Branch	TX
21.	CONSTRUCTION SOLUTION USA LLC	Carrollton	TX
22.	Filterbuy Incorporated	Talladega	AL
23.	EL PASO-PHOENIX PUMPS INC	El Paso	TX
24.	TJ's Professional Painting and Construction, LLC	Red Oak	TX

Inadequate Competition Survey

2026-0191 Citywide Street Pavement Markings 2025

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

Survey Questions:

Please indicate, why you did not respond to our 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	1	17%
Not interested	2	33%
Does not have equipment	1	17%
Out of business		0%
No response	2	33%
Total		100%
Please provide feedback to our Specification		Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications	1	17%
Specifications were limited or closed		0%
Did not receive/no opinion	4	67%
Just needed more time to review.	1	17%
Did not receive bid notification.		0%
Total		100%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Andres Rico
Business Name	Pavement Markings LLC dba PMI Pavement Markings LLC
Agenda Item Type	Contract Award
Relevant Department	Streets and Maintenance

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

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 12/19/2025

RECEIVED
By City Clerk's Office at 4:47 pm, Feb 10, 2026

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

February 10, 2026

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

Pavement Markings, LLC dba PMI Pavement Markings, LLC

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

XX	No prior litigation has been found.
	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: _____
Assistant City Attorney

File #: 26-0229, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Strategic and Legislative Affairs, Cesar Ortiz, (915) 332-6878
Strategic and Legislative Affairs, Ian Voglewede, (915) 212-1299

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to adopt the City of El Paso's State Legislative Agenda and legislative session update for the 90th Texas Legislative Session.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Cesar Ortiz **PHONE NUMBER:** 915-332-6878

2nd CONTACT PERSON NAME: Ian Voglewede **PHONE NUMBER:** 915-212-1299

DISTRICT(S) AFFECTED: All Districts

AGENDA ITEM:

Discussion and action on a Resolution to adopt the City of El Paso's State Legislative Agenda and legislative session update for the 90th Texas Legislative Session

ISSUE STATEMENT:

This action asks City Council to approve the City of El Paso's State Legislative Agenda and receive an update on the 90th Texas Legislative Session. Adoption of the agenda establishes the City's official priorities and positions for engaging with state lawmakers, while the session update summarizes key legislative developments and potential impacts on the City.

BACKGROUND:

The State Legislative Agenda for the 90th Session outlines the priorities that will drive the City of El Paso's work at the Capitol. The Agenda directs the Strategic and Legislative Affairs Department, City departments, and consultants to develop legislation, testify in committees, respond to proposed legislation, and pursue state resources. The Mayor, as the City's intergovernmental representative, will provide additional direction to the Strategic and Legislative Affairs Team on the City's position regarding specific legislation.

The action benefits the City by providing clear positions and priorities to inform the City's efforts related to the 90th Texas Legislative Session. Citizens may ask whether the agenda reflects community priorities across the city and how legislative activity may affect local services or fiscal impacts. These considerations are mitigated through ongoing stakeholder engagement, in addition to legislative strategy and representation by the Mayor and City staff.

COUNCIL OPTIONS:

I make a motion to approve the resolution to adopt the City of El Paso's State Legislative Agenda and legislative session update for the 90th Texas Legislative Session.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

City staff has regularly scheduled meetings with members of the State Delegation. Additional meetings were scheduled with stakeholders including El Paso County, City of Socorro, Rio Grande Council of Governments, El Paso Chamber, Borderplex Alliance, TxDOT, and others.

RELATED CITY POLICIES:

The Strategic and Legislative Affairs Department prepares the City's Legislative Agenda for each Texas legislative session and brings it to City Council for review and approval.

PRIOR COUNCIL ACTION:

25-132 1/15/2025: Discussion and action on a Resolution to adopt the City of El Paso's State Legislative Agenda and legislative session update for the 89th Texas Legislative Session

25-213 9/16/2025: Presentation on the 89th Legislative Session Wrap-Up Updates

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:

Attachment Description

A.
B.
C.

FOR MORE INFORMATION:

Ian Voglewede 915-212-1299 VoglewedeSI@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

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

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

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

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

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

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

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

APPROVED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

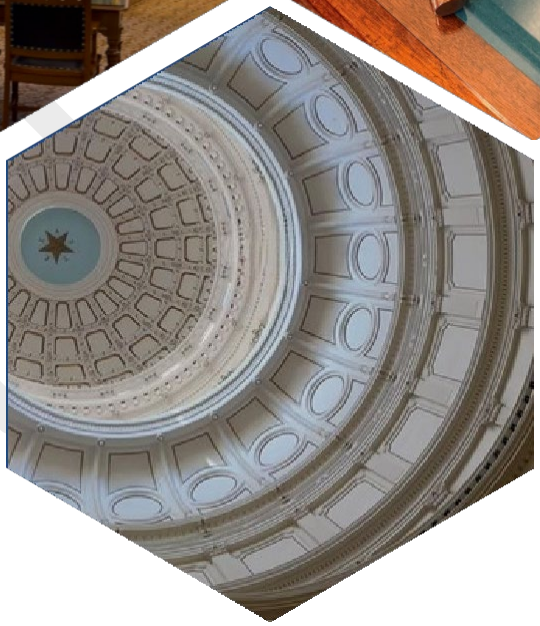
APPROVED AS TO FORM:

J. Flores
Josette Flores
Deputy City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
Ian Voglewede, Director
Strategic and Legislative Affairs

26-HQ#6481 |TRAN-630840 | Legislative Resolution – Legislative Agenda 90th Legislative Session
JF



DRAFT

STATE LEGISLATIVE AGENDA

90th Session

EP TX

CITY OF EL PASO

Contents

I. Introduction and Purpose 3

Agenda Implementation Actions 3

II. Agenda for the Texas 90th Legislative Session 4

General Legislative Priorities 4

Protect City Financial Resources 4

Uphold Local Authority 4

Maximize State Resources 4

Priorities for the 90th Legislative Session 4

Critical Infrastructure 4

Public Safety 5

Core Municipal Services 5

Community and Economic Development 6

Military Affairs and Partnerships 6

Climate, Sustainability, and Energy Resilience 6

Appendix I. 90th Legislative Session Schedule 7

Appendix II. Bill Tracking and Post Session Adoption 8

Appendix III. Rider Requests 9

Appendix IV. Senate Interim Charges 10

Appendix V. Proposed Legislation 12

DRAFT

I. Introduction and Purpose

The Strategic and Legislative Affairs (SLA) Department serves as the City of El Paso's main link to federal, state, international, and regional partners. SLA coordinates the City's work with our State Delegation and state agencies to advance City Council priorities, protect municipal authority and resources, and secure funding that benefits El Paso residents.

The State Legislative Agenda for the 90th Session outlines the priorities that will drive the City of El Paso's work at the Capitol. The Agenda directs the Strategic and Legislative Affairs Department, City departments, and consultants to develop legislation, testify in committees, respond to proposed legislation, and pursue state resources. The Mayor, as the City's intergovernmental representative, will provide additional direction to the Strategic and Legislative Affairs Team on the City's position regarding specific legislation.

Agenda Implementation Actions

SLA will work with the Mayor and City Council to:

- Create opportunities for the Mayor and City Council to provide testimony to the State Legislature, serve on state committees, and engage directly with State Agencies
- Coordinate with the Mayor and City Council to receive resolutions and recognitions from the State Legislature on behalf of the citizens of the City of El Paso

SLA will support City Departments in navigating the 90th Legislative Session by:

- Advancing City Council directives through clear, consistent messaging
- Developing position statements in coordination with the City Attorney's Office
- Commenting on state legislation that affects City programs and services
- Responding to changes in state rules and guidance published in the Texas Register
- Participating in public comment opportunities and stakeholder processes

SLA will support City Departments in securing new state funding opportunities by:

- Pursuing increased funding for Police, Fire, and Veterans services
- Seeking additional funding for critical infrastructure and transportation projects
- Advancing state funding for advanced manufacturing, aerospace, and defense-related initiatives in alignment with the City strategic plan

SLA will advance legislation that:

- Expands Hotel Occupancy Tax tools to support tourism, convention center facilities, and major events
- Obtains necessary state approvals for international bridge projects, including the Ysleta-Zaragoza Port of Entry Presidential Permit
- Implements City department priorities to improve programs, strengthen local funding tools, and enhance service delivery

SLA will build and maintain strong partnerships by:

- Working directly with the State Delegation to advance the Legislative Agenda
- Collaborating with El Paso County, other municipalities, UTEP, school districts, nonprofits, and the private sector to align and advance shared legislative goals
- Overseeing and aligning the City's state lobbying services with Council priorities and the Strategic Plan
- Participating in and actively engaging with TML committees to ensure El Paso's priorities are represented at the Capitol
- Actively engaging with other Texas border cities and international representatives

DRAFT

II. Agenda for the Texas 90th Legislative Session

General Legislative Priorities

Protect City Financial Resources

Support legislation that:	• Maintains joint state and local authority over City of El Paso employee retirement plans • Strengthens the financial soundness and health of the City's Retirement Systems
Oppose legislation that:	• Results in the loss of City revenues or negatively impacts the City's authority to generate revenues • Increases the unfunded liabilities of the City's Retirement Systems • Would negatively affect the City's public pension systems

Uphold Local Authority

Oppose legislation that:	• Increases the cost to the City for acquiring property or restricts the City's ability to acquire property • Results in laws or rules that will significantly affect local municipal services • Imposes general preemption, unfunded mandates, or results in actions that diminish the City's authority to regulate development or municipal ordinance-making authority

Maximize State Resources

Support legislation that:	• Funds City priority programs utilizing state funds • Reduces or waives local match requirements for state programs

Priorities for the 90th Legislative Session

Critical Infrastructure

Roads, Highways, and International Ports

Support legislation that:	• Expands local and state funding sources for road, transit, and international port of entry projects • Eliminates the diversion of state transportation revenues to non-transportation uses and amends TxDOT funding formulas to ensure El Paso receives equitable funding allocations • Expands the City's ability to operate and finance port of entry infrastructure, enhance international trade and economic competitiveness, and reduce neighborhood impacts
Oppose legislation that:	• Restricts municipal authority and limits fiscal safeguards relating to international ports of entry

El Paso International Airport

Support legislation that:	• Expands local and state funding sources for airport capital projects, maintenance, safety and security operations, marketing and promotion of El Paso as a destination, and retaining and developing new intrastate, domestic regional, and international air services • Regulates the safe use of drones / unmanned aircraft systems (UAS) devices and electrical vertical takeoff and landing aircraft (eVTOL) in and around secure airspace • Enhances safety, security, and human-trafficking prevention at the El Paso International Airport and other transportation facilities

Utilities

Support legislation that:	• Funds water, wastewater, and stormwater infrastructure and drought and flood mitigation programs • Funds broadband, fiber, and cybersecurity infrastructure serving residents and public facilities
Oppose legislation that:	• Removes the City's "original jurisdiction" in the rate setting process for gas and electric services or removes the City's ability to recover expenses associated with conducting or intervening in gas and electric rate cases • Restricts the City's ability to set reasonable fees for the use of City rights of way and other City infrastructure by electric and gas utilities, telecommunications, and internet service providers

DRAFT

Public Safety

Support legislation that:	• Invests in mental and behavioral health services, crisis response, and results in more effective use of police and fire resources • Increases funding for public safety personnel, operations, equipment and facilities • Increases funding for new equipment, technology, personnel, and facilities required for behavioral health response, safe disposal of PFAS-containing materials, foreign UAS and drone countermeasures, border security activities, and increased collaboration between local, state, and federal law enforcement agencies • Strengthens crime prevention and violence reduction efforts through community-based programs, youth engagement, and data-informed strategies • Enhances regional emergency communications and interoperability among local, state, and federal partners so that first responders can work together during large-scale events • Provides funding for border communities to plan for, respond to, and recover from emergencies and humanitarian events, while respecting local authority to protect health and safety
Oppose legislation that:	• Negatively affects the City's ability to maintain public confidence, trust, and support in the fairness and integrity of the El Paso Police Department and El Paso Fire Department

Core Municipal Services

Public Health

Support legislation that:	• Supports expanded state resources for local health departments, with a focus on TB, STDs, vaccines for children, and other core prevention programs that protect community health • Expands access to mental and behavioral health services, including prevention, treatment, and recovery support programs in community settings across the El Paso region • Improves coordination between state health agencies, local health departments, and health care providers to address chronic disease, substance use, and other health disparities • Invests in public health preparedness, including the workforce, data systems, and equipment needed to respond to emerging health threats and disasters • Supports funding for comprehensive early cancer screening programs
Oppose legislation that:	• Weakens local public health authority or creates new barriers to vaccines and other critical health services

Animal Services

Support legislation that:	• Modernizes and adequately funds local animal services programs, including enhanced animal control tools, access to affordable preventive and veterinary care, capital improvements for municipal facilities, and reasonable enforcement mechanisms • Allows veterinarians to make medical exemptions when surgery is unsafe and authorize trained veterinary technicians to administer rabies vaccinations under appropriate standards of care • Promotes responsible pet ownership through statewide education efforts, licensing tools, and collaboration among animal services, public safety, and public health agencies
Oppose legislation that:	• Limits flexibility on municipally owned animal services facilities or reduces access to essential animal services

Veterans Services

Support legislation that:	• Expands state programs and services for service members transitioning out of the military, veterans, military spouses, survivors, and dependents

Parks, Recreation, and Public Spaces

Support legislation that:	• Increases state support for local parks, trails, and open spaces and recognizes their role in health, stormwater management, and economic development

Libraries, Education, and Youth Programming

Support legislation that:	• Increases state support for public libraries to implement programs for education, digital access, and workforce development, and youth programming, including Child Friendly Cities

DRAFT

Community and Economic Development

Planning and Land Use

Support legislation that:	• Strengthens local authority to plan and manage growth, including aligning zoning and subdivision tools with adopted plans and expanding the range of housing types that can be built • Allows municipalities to adjust development standards such as parking and design, and encouraging coordinated land use planning inside and outside city limits • Allows municipalities to require development activities to perform studies that address infrastructure and neighborhood impacts • Gives cities flexibility to annex land, including federal and state-owned land • Maintains fee structures and other tools that ensure development pays its fair share of costs
Oppose legislation that:	• Restricts municipal authority to annex land or imposes more stringent requirements on a municipality's ability to annex land • Limits municipalities' ability to collect fees based on the cost of service • Weakens the city's capacity to guide development and protect its tax base • Amends, abolishes, or repeals section 26.03 of the Texas tax code related to the treatment of capture appraised value and tax increment in the calculation of ad valorem tax rates for a taxing unit

Economic Development

Support legislation that:	• Streamlines and strengthens state economic-development tools tied to infrastructure, including the Skills Development Fund, Jobs, Energy, Technology, and Innovation (JETI) process, and related programs that help El Paso attract and retain advanced manufacturing, aerospace, defense, medical industries, technology R&D, and other priority areas • Sustains and expands state funding for defense-related infrastructure • Expands flexible state tools for small businesses, entrepreneurs, and innovators, including access to capital, and support for business formation and growth • Supports tourism, arts, and cultural initiatives which highlight El Paso's history, culture, and binational identity and which attract visitors and investment to the region • Support legislation that enhances trade, commerce, logistics, infrastructure, and modernizes transportation corridors
Oppose legislation that:	• Expands state preemption of local economic development tools or prohibitions on locally tailored economic development strategies • Shifts border infrastructure priorities and funding away from El Paso's trade and manufacturing competitiveness

Housing and Homelessness

Support legislation that:	• Strengthens local tools, funding, and partnerships to create, preserve, and protect safe, decent, and affordable housing options for residents throughout the community • Supports delivering anti-displacement projects, wraparound services, rapid rehousing, emergency shelter, and housing and utility assistance • Advances fair housing and equal access to housing opportunities for veterans, seniors, families with children, people with disabilities, and other residents who face barriers in the private market

Military Affairs and Partnerships

Support legislation that:	• Increases funding for Fort Bliss operational priorities that align with the City's strategic plan, critical infrastructure, and public services that enhance military value and mission readiness
Oppose legislation that:	• Limits collaboration, preempts agreements, or restricts joint partnerships between Fort Bliss and the City of El Paso

Climate, Sustainability, and Energy Resilience

Support legislation that:	• Helps cities improve air quality and community health and that encourages locally chosen energy sources, energy efficiency, and emission reduction projects • Funds community resilience efforts, including projects that help neighborhoods prepare for and recover from extreme weather, drought, and other natural hazards • Supports clean electricity generation, transmission and distribution in non-ERCOT state regions
Oppose legislation that:	• Limits or preempts partnerships between Fort Bliss and the City of El Paso

DRAFT

Appendix I. 90th Legislative Session Schedule

Deadline or Major Event	Date
90th State Legislative Agenda	1/30/26 – 2/17/26
Department Input and Agenda Finalized	01/30/26
Senate Interim Charges submissions	02/08/26
City Council Briefings	02/13/26
City Council Approval	02/17/26
Submit Riders to State Delegation	03/01/26
Contract State Lobbying Services	6/30/26
Pre-Session Strategy Development	7/01/26 – 10/31/26
90th Legislative Session (Regular)	11/09/26 – 05/31/27
Pre-filing Begins	11/09/26
Session Begins	01/12/27
Last Day to File Bills	03/12/27
End (Sine Die)	05/31/27
Post-Session	06/01/27
Post-Session Governor's 20-day review period	06/01/27 – 06/20/27
Governor to call special sessions	Anytime between regular sessions
90th Session Council Debrief	July 2027
Special Session Council Debrief	September – October 2027

DRAFT

Appendix II. Bill Tracking and Post Session Adoption

Bill Tracking and Response

Strategic and Legislative Affairs (SLA) will track state legislation and administrative actions that may affect the City of El Paso's authority, fiscal position, operations, and strategic priorities. Bill tracking will support timely decision making, coordinated City positions, and effective advocacy during the 90th Texas Legislative Session.

SLA will track bills impacting the City of El Paso by:

- Maintaining a centralized tracking system using contracted third-party software and internal tools to log bill summaries, status updates, key deadlines, committee actions, and preliminary risk and opportunity flags, and ensuring that all bills including those flagged by SLA staff and the City's state lobbyist, are reviewed in partnership with the City Attorney's Office before the City takes a support or oppose position
- Categorizing tracked bills by policy area and impact level, including fiscal impact, department-level operational impact, and preemption risk
- Requesting support from City Attorney's Office on drafting and reviewing support/opposition statements on filed bills, documenting non-action on bills, and performing a rapid review of late filed substitutes and amendments that may alter bill impacts
- Maintaining a record of City positions and advocacy actions to support transparency, continuity, and post session implementation planning

SLA will provide regular updates to City Council, City Leadership, City Attorney's Office, and City Departments by:

- Coordinating daily and weekly legislative monitoring with the City's state lobbyist and the Texas Municipal League (TML) to identify filed bills, committee referrals, hearings, amendments, and floor activity that may require City attention
- Providing weekly notifications and reports to the City Attorney's Office and City Departments, including anticipated timelines and requested department input
- Sending regular Memos to the Mayor and City Council summarizing major issues, high-profile legislation, and opportunities to comment and testify

Post Session Bill Adoption and Implementation Support

SLA will support City Departments in implementing legislation enacted during the 90th Session by:

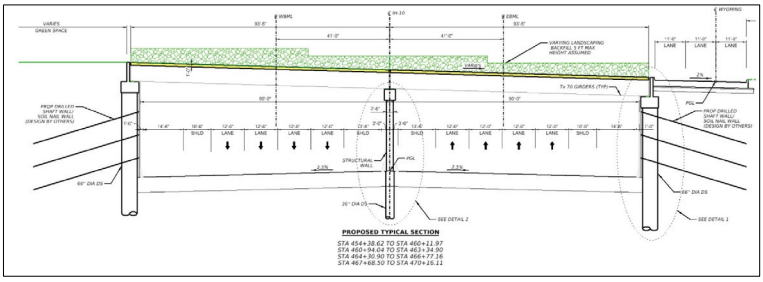
- Preparing a post session legislative brief for City Council and City Departments
- Communicating bill adoption deadlines, effective dates, and compliance requirements in coordination with the City Attorney's Office, including rulemaking timelines and agency guidance
- Communicating to City Departments any required City actions such as ordinance updates, policy changes, interlocal agreements, procurement adjustments, staffing impacts, and reporting requirements, in coordination with the City Attorney's Office
- Estimating fiscal impacts and budget actions in coordination with the Office of the Comptroller, including anticipated revenue changes, cost increases, changes to match requirements, and funding opportunities created by new law
- Supporting City Departments in engaging state agencies on implementation details, including drafting comments, participating in stakeholder processes, and requesting technical assistance where appropriate

DRAFT

Appendix III. Rider Requests

Rider Request: $25M for I-10 Deck Plaza

The City of El Paso will request a $25 million appropriation for the I-10 Deck Plaza project in coordination with the Office of Senator Blanco and all members of the State Delegation. Funding will be used to construct the Deck Plaza and will be used in coordination with other local, state, and federal funds allocated to the project.



Rider Request: $10M for Ysleta-Zaragoza Port of Entry

The City of El Paso will request a $10 million appropriation for the Ysleta-Zaragoza Port of Entry project in coordination with the Office of Senator Blanco and all members of the State Delegation. Funds will be used for construction activities that implement roadway and access modifications supporting commercial vehicle movements, upgrades to City and Texas DPS facilities and operations, and related site, utility, and traffic control work necessary to deliver the project in compliance with federal requirements.

Rider Request: $10M for the Advanced Manufacturing District

The City of El Paso will request a $10 million appropriation for the Advanced Manufacturing District Project. Funds will be used for construction of the AMD's enabling infrastructure and initial facilities needed to support space, aerospace, defense, and dual use manufacturing, including site preparation, grading, drainage, internal access and circulation, water and wastewater extensions, electric power distribution and redundancy, fiber, lighting and security, and the initial shared use industrial warm shell and common area improvements that allow rapid tenant occupancy.

DRAFT

Appendix IV. Senate Interim Charges

Proposed Interim Charge 1: Evaluating Statewide Water Supply and Data Center Demand

The Committee shall conduct a statewide analysis of the near-term and long-term impacts of large load facilities, including data centers and artificial intelligence compute campuses, on Texas water supply planning and drought resilience. The study shall include freshwater and non-potable sources, including brackish groundwater, reclaimed water, and desalination, and shall evaluate impacts across all Regional Water Planning Areas.

The Committee shall:

1. Inventory current and planned data center development in Texas, including location, expected capacity, commissioning timelines, cooling technology assumptions, and associated water demands, with the analysis structured by Regional Water Planning Area, river basin, and aquifer where practicable.
2. Evaluate water use profiles by cooling approach, including chilled water systems, evaporative cooling, hybrid systems, and emerging low water technologies, and quantify water intensity ranges under Texas climate conditions.
3. Identify water supply risks and pinch points tied to drought of record scenarios, including risks to municipal supply, agriculture, and industrial users, and assess potential impacts on environmental flows and groundwater sustainability.
4. Review existing statutory authorities, permitting pathways, and reporting requirements relevant to industrial water use, groundwater production, reuse, and discharge, and identify gaps in transparency, metering, and demand forecasting for large load facilities.
5. Develop legislative recommendations to ensure that data center water demand is incorporated into statewide and regional water planning, including recommendations on data collection standards, confidentiality limits, and a consistent methodology for forecasting industrial water demands.

DRAFT

Proposed Interim Charge 2: Direction to the Texas Water Development Board on Forecasting and Planning Integration

The Committee shall study whether existing statewide and regional water planning processes adequately capture rapid load growth from large load facilities, including data centers, and shall evaluate statutory and administrative options to strengthen the Texas Water Development Board's ability to model, forecast, and publish water demand estimates tied to these facilities.

The Committee shall:

1. Direct the Texas Water Development Board to propose a standardized statewide methodology for estimating and validating water demand associated with large load facilities, including assumptions for cooling technology, climate, operational intensity, and onsite reuse.
2. Direct the Texas Water Development Board to recommend how these demand projections should be incorporated into the State Water Plan, the Regional Water Plans, and associated planning datasets, including guidance to Regional Water Planning Groups.
3. Evaluate options for improving the timeliness and accuracy of industrial demand updates between formal planning cycles, including annual or biennial refresh mechanisms and triggers tied to interconnection requests, building permits, tax incentive applications, or other verifiable indicators.
4. Evaluate how state financing programs and technical assistance programs administered by the Texas Water Development Board can better support non-potable and alternative water supplies for large load facilities, including reclaimed water expansion, brackish groundwater development, aquifer storage and recovery, and desalination where appropriate.
5. Identify legislative recommendations to strengthen coordination among the Texas Water Development Board, relevant state agencies, and local water providers to ensure that water supply strategies are aligned with large load growth.

The Committee shall request the Texas Water Development Board to deliver:

1. A written statewide assessment summarizing current and projected large load water demands through 2080.
2. Recommended statutory changes, if any, needed to implement an ongoing forecasting and planning integration framework.
3. A proposed data reporting template for large load facilities that supports planning while protecting bona fide proprietary information.

DRAFT

Appendix V. Proposed Legislation

Draft Legislation: Establishing Project Financing Zone (PFZ) eligibility and applicability for projects in El Paso
Legislative model reference: Texas Tax Code Chapter 351.1015 (b) | *S.B. 1057 (88R), Texas Tax Code Section 351.1015*

The intent of this legislation is to expand Project Financing Zone (PFZ) eligibility for qualified projects in El Paso utilizing the population applicability criteria and proposing this as bracketed legislation via proximity to the U.S.-Mexico border. This draft legislation language was submitted to the Office of Senator Blanco for review and amendment.

By: [DELEGATION] S.B. No. _____

AN ACT

relating to the eligibility of certain international border municipalities to use project financing zone revenue for a convention center facility and related infrastructure.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 351.1015(b), Tax Code, is amended by adding Subdivision (1-a) to read as follows:

(b) This section applies only to a qualified project located in:

(1) a municipality with a population of at least 650,000 but less than 750,000 according to the most recent federal decennial census; or

(1-a) a municipality that:

(A) is located on an international border.

SECTION 2. Section 351.1015, Tax Code, is amended by adding Subsection (b-1) to read as follows:

(b-1) A qualified project located in a municipality described by Subsection (b)(1-a) includes a convention center facility and related infrastructure, as those terms are used in this chapter, when the municipality designates a project financing zone under this section.

SECTION 3. APPLICABILITY. This Act applies to a project financing zone designated on or after the effective date of this Act.

SECTION 4. EFFECTIVE DATE. This Act takes effect September 1, 2027.

DRAFT

Draft Legislation: Modifying Project Financing Zone (PFZ) Boundaries for projects in El Paso

Legislative model reference: Texas Tax Code Chapter 351.1015 (a) (4) | *S.B. 1250 Senate Research Center 89R9927 CJD-F*

The intent of this legislation is to enable modified Project Financing Zone (PFZ) boundaries for qualified projects in El Paso. The proposed PFZ boundary for the El Paso Convention Center maintains a contiguous area not exceeding the maximum area of a three-mile radius and contains a qualified project. This draft legislation language was submitted to the Office of Senator Blanco for review and amendment.

By: [DELEGATION] S.B. No. _____

AN ACT

relating to the definition of a project financing zone for certain municipalities when a standard three-mile radius extends beyond the jurisdictional boundary of the municipality due to an international border.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 351.1015(a)(4), Tax Code, is amended to read as follows:

(4)"Project financing zone" means an area within a municipality:

(A)that the municipality by ordinance or by agreement under Chapter 380, Local Government Code, designates as a project financing zone;

(B)the boundaries of which are:

(i) within a three-mile radius of the center of a qualified project; or

(ii)if designated by a municipality described by Subsection (b)(1-a),a contiguous geographic area the total area of which is less than or equal to the maximum area allowed under Subparagraph (i) that:

(a)is located within the territorial jurisdiction of the municipality; and

(b)contains the qualified projects;

(C)the designation of which specifies:

(i)for a zone the boundaries of which are prescribed by Paragraph (B)(i), the longitude and latitude of the center of the qualified project; or

(ii) for a zone the boundaries of which are prescribed by Paragraph (B)(ii), the exact boundaries of the zone; and

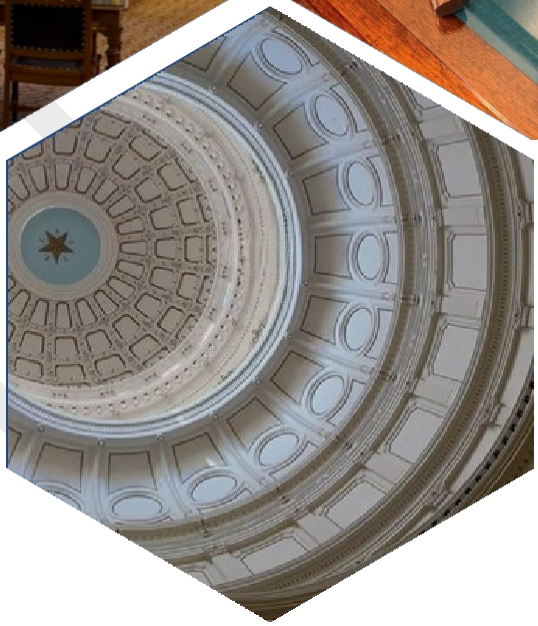
(D) the designation of which expires not later than the 30th anniversary of the date of designation.

SECTION 2. Section 351.1015, Tax Code, is amended by adding Subsection (a-1) to read as follows:

(a-1) A municipality described by Subsection (b)(1-a) may designate a project financing zone under Subsection (a)(4)(B)(ii) if any portion of the three-mile radius described by Subsection (a)(4)(B)(i) extends along the international boundary of the United States in El Paso County.

SECTION 3. APPLICABILITY. This Act applies to a project financing zone designated on or after the effective date of this Act.

SECTION 4. EFFECTIVE DATE. This Act takes effect September 1, 2027.



DRAFT

STATE LEGISLATIVE AGENDA

90th Session

EP TX

CITY OF EL PASO

Contents

I. Introduction and Purpose 3

Agenda Implementation Actions 3

II. Agenda for the Texas 90th Legislative Session 4

General Legislative Priorities 4

Protect City Financial Resources 4

Uphold Local Authority 4

Maximize State Resources 4

Priorities for the 90th Legislative Session 4

Critical Infrastructure 4

Public Safety 5

Core Municipal Services 5

Community and Economic Development 6

Military Affairs and Partnerships 6

Climate, Sustainability, and Energy Resilience 6

Appendix I. 90th Legislative Session Schedule 7

Appendix II. Bill Tracking and Post Session Adoption 8

Appendix III. Rider Requests 9

Appendix IV. Senate Interim Charges 10

Appendix V. Proposed Legislation 12

DRAFT

I. Introduction and Purpose

The Strategic and Legislative Affairs (SLA) Department serves as the City of El Paso's main link to federal, state, international, and regional partners. SLA coordinates the City's work with our State Delegation and state agencies to advance City Council priorities, protect municipal authority and resources, and secure funding that benefits El Paso residents.

The State Legislative Agenda for the 90th Session outlines the priorities that will drive the City of El Paso's work at the Capitol. The Agenda directs the Strategic and Legislative Affairs Department, City departments, and consultants to develop legislation, testify in committees, respond to proposed legislation, and pursue state resources. The Mayor, as the City's intergovernmental representative, will provide additional direction to the Strategic and Legislative Affairs Team on the City's position regarding specific legislation.

Agenda Implementation Actions

SLA will work with the Mayor and City Council to:

- Create opportunities for the Mayor and City Council to provide testimony to the State Legislature, serve on state committees, and engage directly with State Agencies
- Coordinate with the Mayor and City Council to receive resolutions and recognitions from the State Legislature on behalf of the citizens of the City of El Paso

SLA will support City Departments in navigating the 90th Legislative Session by:

- Advancing City Council directives through clear, consistent messaging
- Developing position statements in coordination with the City Attorney's Office
- Commenting on state legislation that affects City programs and services
- Responding to changes in state rules and guidance published in the Texas Register
- Participating in public comment opportunities and stakeholder processes

SLA will support City Departments in securing new state funding opportunities by:

- Pursuing increased funding for Police, Fire, and Veterans services
- Seeking additional funding for critical infrastructure and transportation projects
- Advancing state funding for advanced manufacturing, aerospace, and defense-related initiatives in alignment with the City strategic plan

SLA will advance legislation that:

- Expands Hotel Occupancy Tax tools to support tourism, convention center facilities, and major events
- Obtains necessary state approvals for international bridge projects, including the Ysleta-Zaragoza Port of Entry Presidential Permit
- Implements City department priorities to improve programs, strengthen local funding tools, and enhance service delivery

SLA will build and maintain strong partnerships by:

- Working directly with the State Delegation to advance the Legislative Agenda
- Collaborating with El Paso County, other municipalities, UTEP, school districts, nonprofits, and the private sector to align and advance shared legislative goals
- Overseeing and aligning the City's state lobbying services with Council priorities and the Strategic Plan
- Participating in and actively engaging with TML committees to ensure El Paso's priorities are represented at the Capitol
- Actively engaging with other Texas border cities and international representatives

DRAFT

II. Agenda for the Texas 90th Legislative Session

General Legislative Priorities

Protect City Financial Resources

Support legislation that:	• Maintains joint state and local authority over City of El Paso employee retirement plans • Strengthens the financial soundness and health of the City's Retirement Systems
Oppose legislation that:	• Results in the loss of City revenues or negatively impacts the City's authority to generate revenues • Increases the unfunded liabilities of the City's Retirement Systems • Would negatively affect the City's public pension systems

Uphold Local Authority

Oppose legislation that:	• Increases the cost to the City for acquiring property or restricts the City's ability to acquire property • Results in laws or rules that will significantly affect local municipal services • Imposes general preemption, unfunded mandates, or results in actions that diminish the City's authority to regulate development or municipal ordinance-making authority

Maximize State Resources

Support legislation that:	• Funds City priority programs utilizing state funds • Reduces or waives local match requirements for state programs

Priorities for the 90th Legislative Session

Critical Infrastructure

Roads, Highways, and International Ports

Support legislation that:	• Expands local and state funding sources for road, transit, and international port of entry projects • Eliminates the diversion of state transportation revenues to non-transportation uses and amends TxDOT funding formulas to ensure El Paso receives equitable funding allocations • Expands the City's ability to operate and finance port of entry infrastructure, enhance international trade and economic competitiveness, and reduce neighborhood impacts
Oppose legislation that:	• Restricts municipal authority and limits fiscal safeguards relating to international ports of entry

El Paso International Airport

Support legislation that:	• Expands local and state funding sources for airport capital projects, maintenance, safety and security operations, marketing and promotion of El Paso as a destination, and retaining and developing new intrastate, domestic regional, and international air services • Regulates the safe use of drones / unmanned aircraft systems (UAS) devices and electrical vertical takeoff and landing aircraft (eVTOL) in and around secure airspace • Enhances safety, security, and human-trafficking prevention at the El Paso International Airport and other transportation facilities

Utilities

Support legislation that:	• Funds water, wastewater, and stormwater infrastructure and drought and flood mitigation programs • Funds broadband, fiber, and cybersecurity infrastructure serving residents and public facilities
Oppose legislation that:	• Removes the City's "original jurisdiction" in the rate setting process for gas and electric services or removes the City's ability to recover expenses associated with conducting or intervening in gas and electric rate cases • Restricts the City's ability to set reasonable fees for the use of City rights of way and other City infrastructure by electric and gas utilities, telecommunications, and internet service providers

DRAFT

Public Safety

Support legislation that:	• Invests in mental and behavioral health services, crisis response, and results in more effective use of police and fire resources • Increases funding for public safety personnel, operations, equipment and facilities • Increases funding for new equipment, technology, personnel, and facilities required for behavioral health response, safe disposal of PFAS-containing materials, foreign UAS and drone countermeasures, border security activities, and increased collaboration between local, state, and federal law enforcement agencies • Strengthens crime prevention and violence reduction efforts through community-based programs, youth engagement, and data-informed strategies • Enhances regional emergency communications and interoperability among local, state, and federal partners so that first responders can work together during large-scale events • Provides funding for border communities to plan for, respond to, and recover from emergencies and humanitarian events, while respecting local authority to protect health and safety
Oppose legislation that:	• Negatively affects the City's ability to maintain public confidence, trust, and support in the fairness and integrity of the El Paso Police Department and El Paso Fire Department

Core Municipal Services

Public Health

Support legislation that:	• Supports expanded state resources for local health departments, with a focus on TB, STDs, vaccines for children, and other core prevention programs that protect community health • Expands access to mental and behavioral health services, including prevention, treatment, and recovery support programs in community settings across the El Paso region • Improves coordination between state health agencies, local health departments, and health care providers to address chronic disease, substance use, and other health disparities • Invests in public health preparedness, including the workforce, data systems, and equipment needed to respond to emerging health threats and disasters • Supports funding for comprehensive early cancer screening programs
Oppose legislation that:	• Weakens local public health authority or creates new barriers to vaccines and other critical health services

Animal Services

Support legislation that:	• Modernizes and adequately funds local animal services programs, including enhanced animal control tools, access to affordable preventive and veterinary care, capital improvements for municipal facilities, and reasonable enforcement mechanisms • Allows veterinarians to make medical exemptions when surgery is unsafe and authorize trained veterinary technicians to administer rabies vaccinations under appropriate standards of care • Promotes responsible pet ownership through statewide education efforts, licensing tools, and collaboration among animal services, public safety, and public health agencies
Oppose legislation that:	• Limits flexibility on municipally owned animal services facilities or reduces access to essential animal services

Veterans Services

Support legislation that:	• Expands state programs and services for service members transitioning out of the military, veterans, military spouses, survivors, and dependents

Parks, Recreation, and Public Spaces

Support legislation that:	• Increases state support for local parks, trails, and open spaces and recognizes their role in health, stormwater management, and economic development

Libraries, Education, and Youth Programming

Support legislation that:	• Increases state support for public libraries to implement programs for education, digital access, and workforce development, and youth programming, including Child Friendly Cities

DRAFT

Community and Economic Development

Planning and Land Use

Support legislation that:	• Strengthens local authority to plan and manage growth, including aligning zoning and subdivision tools with adopted plans and expanding the range of housing types that can be built • Allows municipalities to adjust development standards such as parking and design, and encouraging coordinated land use planning inside and outside city limits • Allows municipalities to require development activities to perform studies that address infrastructure and neighborhood impacts • Gives cities flexibility to annex land, including federal and state-owned land • Maintains fee structures and other tools that ensure development pays its fair share of costs
Oppose legislation that:	• Restricts municipal authority to annex land or imposes more stringent requirements on a municipality's ability to annex land • Limits municipalities' ability to collect fees based on the cost of service • Weakens the city's capacity to guide development and protect its tax base • Amends, abolishes, or repeals section 26.03 of the Texas tax code related to the treatment of capture appraised value and tax increment in the calculation of ad valorem tax rates for a taxing unit

Economic Development

Support legislation that:	• Streamlines and strengthens state economic-development tools tied to infrastructure, including the Skills Development Fund, Jobs, Energy, Technology, and Innovation (JETI) process, and related programs that help El Paso attract and retain advanced manufacturing, aerospace, defense, medical industries, technology R&D, and other priority areas • Sustains and expands state funding for defense-related infrastructure • Expands flexible state tools for small businesses, entrepreneurs, and innovators, including access to capital, and support for business formation and growth • Supports tourism, arts, and cultural initiatives which highlight El Paso's history, culture, and binational identity and which attract visitors and investment to the region • Support legislation that enhances trade, commerce, logistics, infrastructure, and modernizes transportation corridors
Oppose legislation that:	• Expands state preemption of local economic development tools or prohibitions on locally tailored economic development strategies • Shifts border infrastructure priorities and funding away from El Paso's trade and manufacturing competitiveness

Housing and Homelessness

Support legislation that:	• Strengthens local tools, funding, and partnerships to create, preserve, and protect safe, decent, and affordable housing options for residents throughout the community • Supports delivering anti-displacement projects, wraparound services, rapid rehousing, emergency shelter, and housing and utility assistance • Advances fair housing and equal access to housing opportunities for veterans, seniors, families with children, people with disabilities, and other residents who face barriers in the private market

Military Affairs and Partnerships

Support legislation that:	• Increases funding for Fort Bliss operational priorities that align with the City's strategic plan, critical infrastructure, and public services that enhance military value and mission readiness
Oppose legislation that:	• Limits collaboration, preempts agreements, or restricts joint partnerships between Fort Bliss and the City of El Paso

Climate, Sustainability, and Energy Resilience

Support legislation that:	• Helps cities improve air quality and community health and that encourages locally chosen energy sources, energy efficiency, and emission reduction projects • Funds community resilience efforts, including projects that help neighborhoods prepare for and recover from extreme weather, drought, and other natural hazards • Supports clean electricity generation, transmission and distribution in non-ERCOT state regions
Oppose legislation that:	• Limits or preempts partnerships between Fort Bliss and the City of El Paso

DRAFT

Appendix I. 90th Legislative Session Schedule

Deadline or Major Event	Date
90th State Legislative Agenda	1/30/26 – 2/17/26
Department Input and Agenda Finalized	01/30/26
Senate Interim Charges submissions	02/08/26
City Council Briefings	02/13/26
City Council Approval	02/17/26
Submit Riders to State Delegation	03/01/26
Contract State Lobbying Services	6/30/26
Pre-Session Strategy Development	7/01/26 – 10/31/26
90th Legislative Session (Regular)	11/09/26 – 05/31/27
Pre-filing Begins	11/09/26
Session Begins	01/12/27
Last Day to File Bills	03/12/27
End (Sine Die)	05/31/27
Post-Session	06/01/27
Post-Session Governor's 20-day review period	06/01/27 – 06/20/27
Governor to call special sessions	Anytime between regular sessions
90th Session Council Debrief	July 2027
Special Session Council Debrief	September – October 2027

DRAFT

Appendix II. Bill Tracking and Post Session Adoption

Bill Tracking and Response

Strategic and Legislative Affairs (SLA) will track state legislation and administrative actions that may affect the City of El Paso's authority, fiscal position, operations, and strategic priorities. Bill tracking will support timely decision making, coordinated City positions, and effective advocacy during the 90th Texas Legislative Session.

SLA will track bills impacting the City of El Paso by:

- Maintaining a centralized tracking system using contracted third-party software and internal tools to log bill summaries, status updates, key deadlines, committee actions, and preliminary risk and opportunity flags, and ensuring that all bills including those flagged by SLA staff and the City's state lobbyist, are reviewed in partnership with the City Attorney's Office before the City takes a support or oppose position
- Categorizing tracked bills by policy area and impact level, including fiscal impact, department-level operational impact, and preemption risk
- Requesting support from City Attorney's Office on drafting and reviewing support/opposition statements on filed bills, documenting non-action on bills, and performing a rapid review of late filed substitutes and amendments that may alter bill impacts
- Maintaining a record of City positions and advocacy actions to support transparency, continuity, and post session implementation planning

SLA will provide regular updates to City Council, City Leadership, City Attorney's Office, and City Departments by:

- Coordinating daily and weekly legislative monitoring with the City's state lobbyist and the Texas Municipal League (TML) to identify filed bills, committee referrals, hearings, amendments, and floor activity that may require City attention
- Providing weekly notifications and reports to the City Attorney's Office and City Departments, including anticipated timelines and requested department input
- Sending regular Memos to the Mayor and City Council summarizing major issues, high-profile legislation, and opportunities to comment and testify

Post Session Bill Adoption and Implementation Support

SLA will support City Departments in implementing legislation enacted during the 90th Session by:

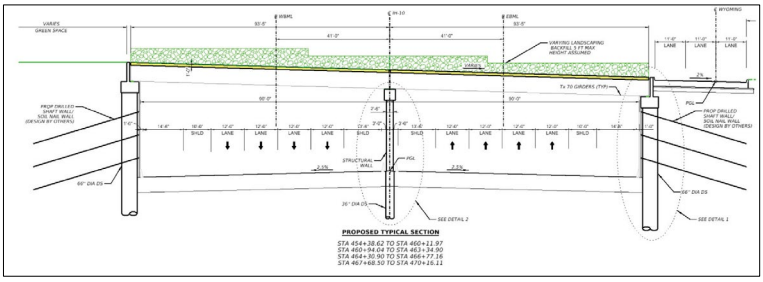
- Preparing a post session legislative brief for City Council and City Departments
- Communicating bill adoption deadlines, effective dates, and compliance requirements in coordination with the City Attorney's Office, including rulemaking timelines and agency guidance
- Communicating to City Departments any required City actions such as ordinance updates, policy changes, interlocal agreements, procurement adjustments, staffing impacts, and reporting requirements, in coordination with the City Attorney's Office
- Estimating fiscal impacts and budget actions in coordination with the Office of the Comptroller, including anticipated revenue changes, cost increases, changes to match requirements, and funding opportunities created by new law
- Supporting City Departments in engaging state agencies on implementation details, including drafting comments, participating in stakeholder processes, and requesting technical assistance where appropriate

DRAFT

Appendix III. Rider Requests

Rider Request: $25M for I-10 Deck Plaza

The City of El Paso will request a $25 million appropriation for the I-10 Deck Plaza project in coordination with the Office of Senator Blanco and all members of the State Delegation. Funding will be used to construct the Deck Plaza and will be used in coordination with other local, state, and federal funds allocated to the project.



Rider Request: $10M for Ysleta-Zaragoza Port of Entry

The City of El Paso will request a $10 million appropriation for the Ysleta-Zaragoza Port of Entry project in coordination with the Office of Senator Blanco and all members of the State Delegation. Funds will be used for construction activities that implement roadway and access modifications supporting commercial vehicle movements, upgrades to City and Texas DPS facilities and operations, and related site, utility, and traffic control work necessary to deliver the project in compliance with federal requirements.

Rider Request: $10M for the Advanced Manufacturing District

The City of El Paso will request a $10 million appropriation for the Advanced Manufacturing District Project. Funds will be used for construction of the AMD's enabling infrastructure and initial facilities needed to support space, aerospace, defense, and dual use manufacturing, including site preparation, grading, drainage, internal access and circulation, water and wastewater extensions, electric power distribution and redundancy, fiber, lighting and security, and the initial shared use industrial warm shell and common area improvements that allow rapid tenant occupancy.

DRAFT

Appendix IV. Senate Interim Charges

Proposed Interim Charge 1: Evaluating Statewide Water Supply and Data Center Demand

The Committee shall conduct a statewide analysis of the near-term and long-term impacts of large load facilities, including data centers and artificial intelligence compute campuses, on Texas water supply planning and drought resilience. The study shall include freshwater and non-potable sources, including brackish groundwater, reclaimed water, and desalination, and shall evaluate impacts across all Regional Water Planning Areas.

The Committee shall:

1. Inventory current and planned data center development in Texas, including location, expected capacity, commissioning timelines, cooling technology assumptions, and associated water demands, with the analysis structured by Regional Water Planning Area, river basin, and aquifer where practicable.
2. Evaluate water use profiles by cooling approach, including chilled water systems, evaporative cooling, hybrid systems, and emerging low water technologies, and quantify water intensity ranges under Texas climate conditions.
3. Identify water supply risks and pinch points tied to drought of record scenarios, including risks to municipal supply, agriculture, and industrial users, and assess potential impacts on environmental flows and groundwater sustainability.
4. Review existing statutory authorities, permitting pathways, and reporting requirements relevant to industrial water use, groundwater production, reuse, and discharge, and identify gaps in transparency, metering, and demand forecasting for large load facilities.
5. Develop legislative recommendations to ensure that data center water demand is incorporated into statewide and regional water planning, including recommendations on data collection standards, confidentiality limits, and a consistent methodology for forecasting industrial water demands.

DRAFT

Proposed Interim Charge 2: Direction to the Texas Water Development Board on Forecasting and Planning Integration

The Committee shall study whether existing statewide and regional water planning processes adequately capture rapid load growth from large load facilities, including data centers, and shall evaluate statutory and administrative options to strengthen the Texas Water Development Board's ability to model, forecast, and publish water demand estimates tied to these facilities.

The Committee shall:

1. Direct the Texas Water Development Board to propose a standardized statewide methodology for estimating and validating water demand associated with large load facilities, including assumptions for cooling technology, climate, operational intensity, and onsite reuse.
2. Direct the Texas Water Development Board to recommend how these demand projections should be incorporated into the State Water Plan, the Regional Water Plans, and associated planning datasets, including guidance to Regional Water Planning Groups.
3. Evaluate options for improving the timeliness and accuracy of industrial demand updates between formal planning cycles, including annual or biennial refresh mechanisms and triggers tied to interconnection requests, building permits, tax incentive applications, or other verifiable indicators.
4. Evaluate how state financing programs and technical assistance programs administered by the Texas Water Development Board can better support non-potable and alternative water supplies for large load facilities, including reclaimed water expansion, brackish groundwater development, aquifer storage and recovery, and desalination where appropriate.
5. Identify legislative recommendations to strengthen coordination among the Texas Water Development Board, relevant state agencies, and local water providers to ensure that water supply strategies are aligned with large load growth.

The Committee shall request the Texas Water Development Board to deliver:

1. A written statewide assessment summarizing current and projected large load water demands through 2080.
2. Recommended statutory changes, if any, needed to implement an ongoing forecasting and planning integration framework.
3. A proposed data reporting template for large load facilities that supports planning while protecting bona fide proprietary information.

DRAFT

Appendix V. Proposed Legislation

Draft Legislation: Establishing Project Financing Zone (PFZ) eligibility and applicability for projects in El Paso
Legislative model reference: Texas Tax Code Chapter 351.1015 (b) | *S.B. 1057 (88R), Texas Tax Code Section 351.1015*

The intent of this legislation is to expand Project Financing Zone (PFZ) eligibility for qualified projects in El Paso utilizing the population applicability criteria and proposing this as bracketed legislation via proximity to the U.S.-Mexico border. This draft legislation language was submitted to the Office of Senator Blanco for review and amendment.

By: [DELEGATION] S.B. No. _____

AN ACT

relating to the eligibility of certain international border municipalities to use project financing zone revenue for a convention center facility and related infrastructure.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 351.1015(b), Tax Code, is amended by adding Subdivision (1-a) to read as follows:

(b) This section applies only to a qualified project located in:

(1) a municipality with a population of at least 650,000 but less than 750,000 according to the most recent federal decennial census; or

(1-a) a municipality that:

(A) is located on an international border.

SECTION 2. Section 351.1015, Tax Code, is amended by adding Subsection (b-1) to read as follows:

(b-1) A qualified project located in a municipality described by Subsection (b)(1-a) includes a convention center facility and related infrastructure, as those terms are used in this chapter, when the municipality designates a project financing zone under this section.

SECTION 3. APPLICABILITY. This Act applies to a project financing zone designated on or after the effective date of this Act.

SECTION 4. EFFECTIVE DATE. This Act takes effect September 1, 2027.

DRAFT

Draft Legislation: Modifying Project Financing Zone (PFZ) Boundaries for projects in El Paso

Legislative model reference: Texas Tax Code Chapter 351.1015 (a) (4) | *S.B. 1250 Senate Research Center 89R9927 CJD-F*

The intent of this legislation is to enable modified Project Financing Zone (PFZ) boundaries for qualified projects in El Paso. The proposed PFZ boundary for the El Paso Convention Center maintains a contiguous area not exceeding the maximum area of a three-mile radius and contains a qualified project. This draft legislation language was submitted to the Office of Senator Blanco for review and amendment.

By: [DELEGATION] S.B. No. _____

AN ACT

relating to the definition of a project financing zone for certain municipalities when a standard three-mile radius extends beyond the jurisdictional boundary of the municipality due to an international border.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 351.1015(a)(4), Tax Code, is amended to read as follows:

(4)"Project financing zone" means an area within a municipality:

(A)that the municipality by ordinance or by agreement under Chapter 380, Local Government Code, designates as a project financing zone;

(B)the boundaries of which are:

(i) within a three-mile radius of the center of a qualified project; or

(ii)if designated by a municipality described by Subsection (b)(1-a),a contiguous geographic area the total area of which is less than or equal to the maximum area allowed under Subparagraph (i) that:

(a)is located within the territorial jurisdiction of the municipality; and

(b)contains the qualified projects;

(C)the designation of which specifies:

(i)for a zone the boundaries of which are prescribed by Paragraph (B)(i), the longitude and latitude of the center of the qualified project; or

(ii) for a zone the boundaries of which are prescribed by Paragraph (B)(ii), the exact boundaries of the zone; and

(D) the designation of which expires not later than the 30th anniversary of the date of designation.

SECTION 2. Section 351.1015, Tax Code, is amended by adding Subsection (a-1) to read as follows:

(a-1) A municipality described by Subsection (b)(1-a) may designate a project financing zone under Subsection (a)(4)(B)(ii) if any portion of the three-mile radius described by Subsection (a)(4)(B)(i) extends along the international boundary of the United States in El Paso County.

SECTION 3. APPLICABILITY. This Act applies to a project financing zone designated on or after the effective date of this Act.

SECTION 4. EFFECTIVE DATE. This Act takes effect September 1, 2027.

DRAFT

File #: 26-0218, **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
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.

Discussion and action to approve a Resolution that 2026-2036 Public Art Master Plan for the City of El Paso, is adopted as the primary guideline to be utilized in all Public Art programs.

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

APPROVED 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:

_____

Ben Fyffe, Managing Director
Quality of Life

(Exhibit "A" on the following page)

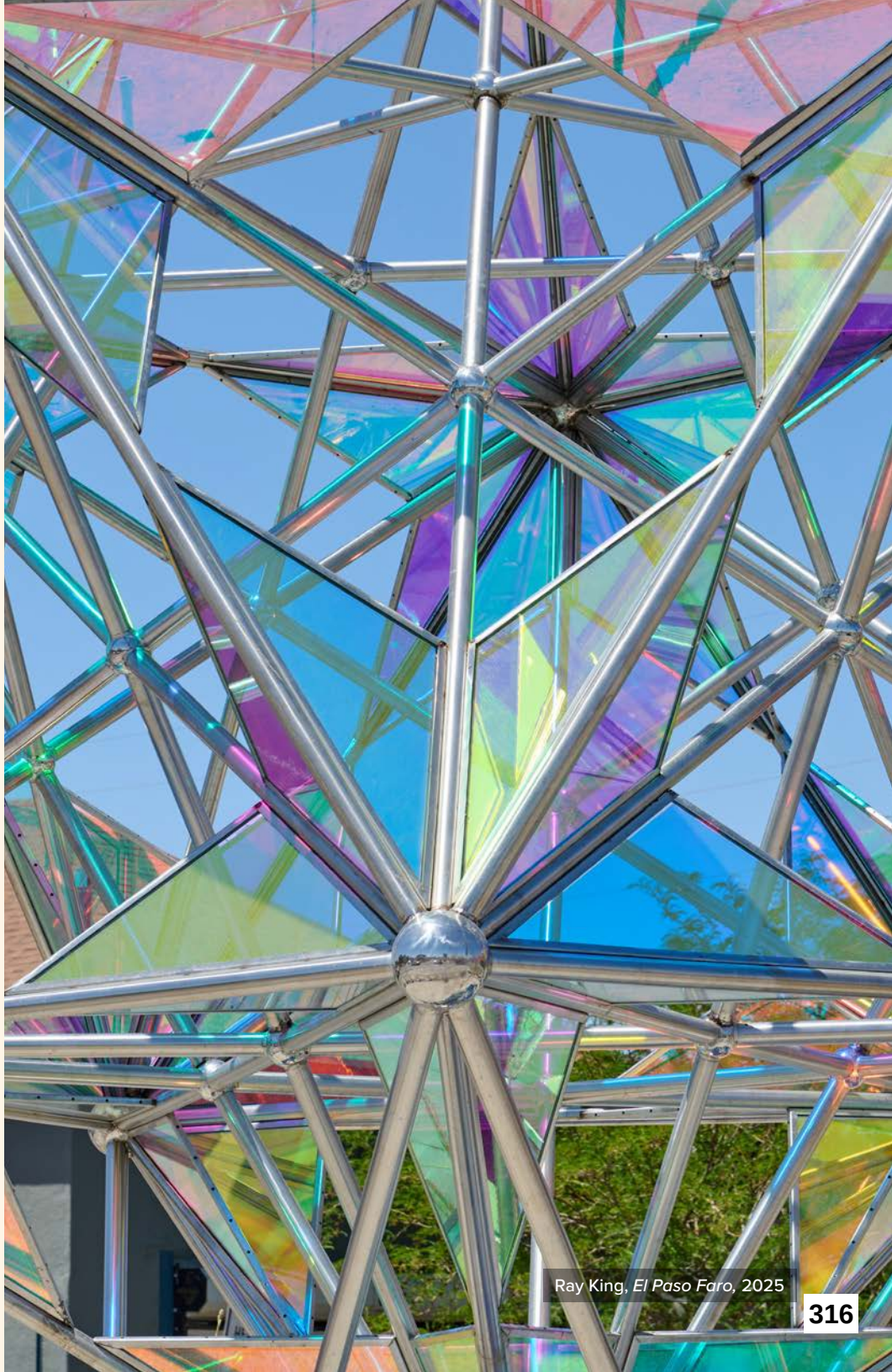
Exhibit "A"

El Paso Public Art Master Plan Update 2026–2036

February 2026

Developed by
Via Partnership, LLP
Todd Bressi
Kerry Doyle

MCAD
El Paso Museums & Cultural Affairs Department



Ray King, *El Paso Faro*, 2025

Ball Nogues Studio, *Not Whole Fence,* 2014

Contents

Executive Summary 5

Introduction 15

The El Paso Public Art Program: Mission, Vision, Goals and Strategies 21

Opportunities for Public Art 27

Creating the Annual Public Art Plan 59

The Art Purchase Program 65

Cultivating Local Artists and the Arts Ecosystem 69

Building and Connecting with Audiences 75

Working with Developers 83

Community Engagement in the Commissioning Process 89

Implementation Resources 93

Updates to the Public Art Guidelines 99

Appendix A: Public Art Program Guidelines 103

Appendix B: Summary of Engagement 141

Appendix C: Credits 155

Creative Kids Inc., *Woven Culture*, 2019

Executive Summary

A Decade of Growth, A Vision for the Future

The past decade has been one of extraordinary growth for the City of El Paso's Public Art Program. Since the adoption of the 2014 Public Art Master Plan, the City has added 65 new artworks to its collection, bringing the total to 95 works across all eight Council Districts, with several earning national recognition establishing El Paso as a national leader in the field.

This remarkable expansion was made possible by major bond investments: the 2012 Quality of Life Bond, 2019 Public Safety Bond and 2022 Community Progress Bond. Through the City's Percent for Art Ordinance, these capital projects generated both funding and opportunities to integrate art into El Paso's parks, libraries, community centers, transit facilities, public safety buildings and roadways.

Looking to the future, as the pace of bond-funded capital projects moderates, the Public Art Program stands at a pivotal moment. This Public Art Master Plan Update positions the Program for the future, building on its success while expanding access to public art, deepening community engagement and supporting the local arts ecosystem.

Strong Community Support with Clear Directions

The Master Plan Update was developed through extensive community engagement in 2024 and 2025. Input was gathered from local arts and cultural professionals and the broader community through six in-person and virtual roundtable discussions, an online questionnaire and four Open House meetings throughout the city, as well as interviews with Council District Representatives, Public Art Committee members and key City staff who regularly collaborate with the

Public Art Program. Feedback was solicited from previously commissioned artists, Allied Artists, Artist Selection Panelists, design team members and CID Project Managers, as well, and relevant City planning documents, ordinances, policies, guidelines and Program materials were reviewed.

The engagement process revealed strong support for public art and high regard for El Paso's Collection. Key findings include:

Desire for art that captures the uniqueness of El Paso – its people, history, culture and environment.

Interest in broader engagement with public art – residents want to learn more about the Collection and participate in the public art process.

Support for local artists – appreciation for the Allied Artist Program and interest in expanding professional development opportunities.

Aspiration to broaden the Program's reach – recognizing that there are parts of the city the Program has not yet reached where there is a strong interest in public art.

Private sector interest – developers and private property owners in El Paso are incorporating art in their developments, finding it creates a uniqueness and sense of place, and others have reached out to MCAD for advice and support in their efforts.

City department interest – some City departments are electing to work with artists to create public art outside of or in addition to the funding provided through the Percent for Art Ordinance, recognizing the value of public art to the publics they serve.

Diversified funding opportunities – as bond-funded projects become fewer, the Public Art Program may need to look to diversify the ways that new public art projects and programs are resourced, including working with developers, partnering with other City departments and partnering with outside organizations.

These findings inform the goals, strategies and recommendations outlined in this Master Plan Update.

Mission, Vision and Goals

Mission

El Paso's Public Art Program commissions, acquires and maintains a diverse collection of public art; supports the inclusion of public art in private development and infrastructure built by others; promotes the community's access to, appreciation and enjoyment of visual art; and supports the public art ecosystem in El Paso.

Vision

El Paso's Public Art Program gives voice to the city's creative spirit.

Goals

The Public Art Program will achieve its vision through public art projects and related programs that support these four goals.

1. **Highlight Local Identity:** Connect with and reflect the distinct ecology, history, landscape and culture of the El Paso region and this binational community.
2. **Increase Arts Access:** Provide opportunities for El Pasoans and visitors to connect with art, artists and the creative process.
3. **Nurture Artistic Development:** Establish pathways for artists to develop new work.
4. **Create Meaningful Places:** Shape locations that anchor community life and provide opportunities for interaction and social engagement.

Art Garcia, *Whirlwind,* 2020

Implementation Tools

The Master Plan Update provides tools and processes to help prioritize what projects to pursue and how to pursue them in order to make its mission, vision and goals reality.

Annual Public Art Plan Process
Each year, MCAD staff drafts an Annual Public Art Plan identifying which capital projects should include public art based on established criteria, allocating pooled funds according to locational priorities and outlining the budget, location, artist selection approach and timeline for each project. This plan requires approval by the Public Art Committee, Museums and Cultural Affairs Advisory Board and City Council.

Project Identification Principles
Capital projects should include public art when they align with Program goals, meet locational priorities, advance equitable distribution, provide adequate time for site integration, have adequate budgets and allow sufficient implementation time. Otherwise, funds should be pooled for higher-impact opportunities.

Retrofit Projects
The Program should explore "retrofit" projects adding art to existing facilities. The upcoming Parks and Recreation Master Plan, which is expected to focus on improving existing facilities, offers an important opportunity to do so. The Program can also collaborate with MCAD to allow artists to develop public art for existing facilities through MCAD's Cultural Funding Program grants and explore other projects the Public Art Program can initiate itself, such as murals.

Public Art Focus Plans
For some Opportunity Areas, such as large-scale facilities like El Paso International Airport or the Convention Center or for systems of places like parks and park facilities, the Master Plan Update recommends developing Public Art Focus Plans to identify site integration strategies and priority locations for public art, outline implementation strategies and inform the use of public art resources.

Opportunity Areas for Public Art

The Master Plan Update outlines ten Opportunity Areas for public art. These are types of facilities and infrastructure that can be found throughout the city and are places where the City should focus its investment in public art. For each Opportunity Area, the Master Plan Update provides goals for public art, criteria for prioritizing project opportunities, suggested resources and special considerations.

Parks, Trailheads, Skate Parks, and Community Facilities
The Program should work with the Parks and Recreation Department to create an implementation-oriented Public Art Focus Plan that provides a strategy for public art in parks, park facilities and community facilities and identifies priority locations, site integration strategies, project types and funding mechanisms.

Libraries
Libraries should continue to be a priority location for public art commissions in conjunction with capital improvement projects, as well as retrofit projects. The Program can partner with libraries as locations for community engagement and artist outreach activities and to provide the public with information about works in the Collection.

Road Infrastructure and Transportation Corridors
The Program should seek locations for public art that are important nodes in the citywide road and transportation networks, have a high volume of use and would require minimal site preparation investment, while prioritizing areas that do not already have public art.

Public Safety Facilities
Public art should continue to be commissioned at public safety facilities that have significant public use and should be sited to maximize visibility by the public as well as public safety staff.

Downtown
The Program should continue to grow the collection of public art Downtown, recognizing its high level of visibility to residents and visitors, while balancing the need to bring art to other parts of the city. Public art should be included in the planning for the proposed Convention Center expansion and the redevelopment of the Union Plaza area.

El Paso International Airport
The Program should consider partnering with the airport to develop an airport Public Art Focus Plan that would offer a roadmap for matching airport art resources to opportunities, not only for permanent commissions, but also for temporary installations and exhibitions managed by EPIA.

Co-Location

Various types of Opportunity Areas, such as parks, libraries, community facilities, skate parks and public safety facilities are often co-located or clustered on small campuses. Where this co-location of types of Opportunity Areas occurs, the Public Art Program should consider consolidating public art resources from two or more facilities towards a more significant project that serves the whole cluster, commissioning multiple pieces that create a connected and cohesive experience or shifting funds into the pooled funds to avoid a concentration of public art in one place.

Strengthening the Art Purchase Program

The Art Purchase Program, launched in 2013, acquires portable two- and three-dimensional works from artists living within 100 miles of El Paso. With over 200 artworks displayed in City offices and public buildings, this Collection provides rotating exhibitions while supporting local artists financially and professionally. The Master Plan Update recommends enhancing the Program by using guest curators or juries, introducing thematic calls to artists, increasing acquisition frequency, creating public exhibitions of new works and developing an online gallery to increase visibility.

Deepening Community Connections

As the collection grows, so does the opportunity to engage diverse audiences. The Master Plan Update provides many recommendations, ideas and tools for how the Program can build audiences and connect with the community.

Core Tools

Enhanced artwork labels, high-quality photography and video documentation, print materials distributed at libraries and community centers, improved digital presence including the Public Art Dashboard, strategic social media campaigns and periodic collection tours.

Educational Programming

Collaboration with educators to develop curriculum kits and training materials that use the Public Art Collection as a teaching tool.

Mural Registry

A citywide registry documenting murals created both by the Public Art Program and independently would celebrate El Paso's rich muralism tradition, particularly grassroots works in neighborhoods like Segundo Barrio and Lincoln Park that reflect authentic community expression.

Cultivating Local Artists and the Arts Ecosystem

El Paso's Public Art Program does not exist in isolation. It is part of a larger arts ecosystem including MCAD's museums, local nonprofits, universities, galleries and independent artists. The Master Plan Update outlines strategies to strengthen this ecosystem:

Allied Artist Program
This successful program pairs less-experienced local artists with lead artists on major commissions. Recommended improvements include assigning Allied Artists earlier in projects, creating annual cohorts rather than rolling applications, providing orientation sessions and offering workshops on public art practice.

Professional Development
The Program should partner to deliver workshops on public art fundamentals, covering topics like fabrication, budgeting, community engagement and professional practices. Partnerships with universities, MCAD colleagues and national organizations can provide resources and expertise.

MCAD Cultural Funding Grants
The Master Plan Update recommends establishing a small-scale grant program specifically for artist-initiated public art projects, potentially through existing Artist Incubator or Arts Activate programs, with a list of City facilities interested in hosting grant-funded projects.

Public Art Resource Directory
An online directory would provide artists, property owners and organizations with resources for implementing public art projects outside the City's program.

Working With Private Developers

Private developers are incorporating art into their properties, recognizing the positive impacts art can have on their developments. In the future, they may play a larger role in El Paso's art ecosystem as the Program looks to diversify the ways new public art projects are resourced.

The Master Plan Update recommends the City of El Paso adopt a policy for public art in private development affirming the value of public art to the community and its role in implementing the City's Strategic Plan and Comprehensive Plan and stating that the City will encourage public art in private development to the extent possible. Specific strategies are provided, including focusing on areas where the City is encouraging economic development, exploring a public art fee/requirement, updating the Land Use Development Ordinance to encourage and incentivize public art, encouraging developers to voluntarily include public art and developing a process for public oversight of public art in private development.

Resources and Sustainability

The Master Plan Update offers guidance on funding and staffing for the Program's future.

Funding
The Percent for Art Ordinance will remain the primary funding source, dedicating two percent of net proceeds from revenue bonds and certificates of obligation to public art.

As new bond issuances moderate, the Program should diversify funding through:

- Strategic pooling of funds from less-visible capital projects to support higher-impact locations
- Partnerships with City departments (as successfully demonstrated with Sun Metro, Fly ELP and Environmental Services)
- Working with private developers to commission public art

Staffing
The Program's current staffing level should be maintained. To handle workload variations and specialized needs, the Program should hire consultants, contractors or temporary employees for tasks like curation, collection management, audience outreach and artist professional development. Enhanced collaboration with other MCAD staff and external partners can expand capacity for engagement and education.

Updated Guidelines

The Master Plan Update includes revised Public Art Guidelines (Appendix A) with key changes:

- Clarified Artist Selection Panel composition consistent with City ordinance.
- Expanded definitions including Art Purchase Program Collection and Public Art Focus Plans.
- Revised deaccession policy allowing staff to re-site non-site-specific works without PAC or MCAAB approval while maintaining PAC and MCAAB oversight for site-specific works.
- Streamlined artist selection and acquisition processes with visual flowcharts.

Conclusion

The many artworks that can be found integrated into public spaces throughout El Paso are a testament to the remarkable success the Program has had since its inception. This Public Art Master Plan Update positions the Program to build on that success at a pivotal moment. It lays out a roadmap to guide the Program into its next chapter, where the Program can continue to provide value to the community by broadening access to public art, deepening the community's engagement with public art, and playing a key role in supporting the local arts ecosystem.

Zoe Spiliotis, *When Breath Becomes Air,* 2019

Mark Grieve & Ilana Spector, *Hueco Tanks Archway,* 2020

Introduction

El Paso is a city of great artistic and cultural vitality. The City of El Paso's Public Art Program gives voice to the city's creative spirit. By bringing world-class art into the everyday spaces where people live, work and gather, public art enhances quality of life, celebrates local culture and transforms public spaces into places where residents and visitors encounter creativity that reflects the community's rich history, diverse cultures and bold aspirations for the future. The past decade has seen extraordinary growth of the City's Public Art Collection — and this Master Plan Update positions the Program to build on that success while expanding access, deepening community engagement and supporting the local arts ecosystem.

Under the leadership of the Museums and Cultural Affairs Department (MCAD) and the guidance of the City's Public Art Committee (PAC) and Museums and Cultural Affairs Advisory Board (MCAAB), El Paso's Public Art Program has added 65 new artworks since the adoption of the 2014 Public Art Master Plan. This collection now includes 95 works across all 8 Council Districts. The Collection represents a variety of styles, media and approaches, as well as a range of sites including libraries, community centers, parks, transit facilities and roadways, the El Paso International Airport and Downtown. In addition to being locally celebrated, several artworks have received national recognition, including *Marquise* by theverymany, **Sun Pavilion** by RDG Studio, *Chroma Booster* by Matthew Geller, *Not Whole Fence* by Ball Nogues Studio, *Radiance* by Re:Site Studio, *Los Lagartos* by Luis Jimenez and *The Cloud* by Donald Lipski.

This expansive growth in the Collection is in part due to the major investments the City has made, and is still making, in its community, transportation and public safety infrastructure. The 2012 Quality of Life Bond, the 2019 Public Safety Bond and the 2022 Community Progress Bond generated both the funding, through the City's Percent for Art Ordinance, and the opportunity to integrate art into these investments. Because most public art projects accompanied capital projects, public art was concentrated in areas receiving other capital improvements.

Background and Context

The 2014 Master Plan was adopted by City Council at the beginning of this period of growth. It set out a vision, goals and directions for the Program; proposed approaches to commissioning art with a focus on upcoming capital projects; and updated the public art guidelines to clarify roles and responsibilities and introduce tools for planning for upcoming projects.

This Public Art Master Plan Update anticipates a transition for the Public Art Program from a period of expansive growth in new work commissioned as part of capital projects to a period of more moderate growth that includes focusing on areas of the City that have not had significant investments in public art. It maps out other resources to support the commissioning of new work, including private development and City departments electing to include public art in projects. In addition, the Master Plan Update acknowledges that the Public Art Program's role and functions extend beyond just commissioning artworks. As the Collection grows, the Program's responsibilities significantly increase. And as more interest is generated for public art, the Program can develop new partnerships and strategies to support the local arts ecosystem and to engage the public with the Collection.

Public Art Master Plan Update Open House, Esperanza Acosta Moreno Branch Library

Planning Process

In 2024, MCAD began the Public Art Master Plan update process in collaboration with a team of experienced public art consultants, who had also worked with the Department on the 2014 Public Art Master Plan. The Master Plan Update was developed through consultation with local arts and cultural professionals and the broader community. Public input was gathered through multiple avenues. In November and December 2024, the consulting team hosted a series of six in-person and three virtual roundtable discussions about the Public Art Master Plan Update, attended by thirty local art, design and civic community stakeholders. An online questionnaire, open from December 2024 through February 2025, was designed to gain feedback on the Program's vision, goals and directions; to solicit information regarding people's awareness and preferences of existing public art in El Paso; and to allow the public to respond to a broad set of possible directions for public art in the future. The consulting team facilitated four Open Houses around the city on April 7 — 10, 2025. Participants at Open Houses were invited to share thoughts on the vision, goals and directions for public art in El Paso and potential locations for public art.

The consultants facilitated interviews with Council District Representatives, Public Art Committee members and key City staff who regularly collaborate with the Public Art Program. The consultants also conducted interviews seeking process feedback from previously commissioned artists, Allied Artists, Artist Selection Panelists, design team members and CID Project Managers.

The consultants reviewed relevant City planning documents focused on the physical planning and infrastructure of the city. The purpose of the review was to understand the context for public art in regard to El Paso's growth, the development of public and community spaces and future plans for public infrastructure. The consultants also reviewed ordinances, policies, guidelines and planning documents, Annual Work Plans and Calls for Artists specific to the Public Art Program, as well as the 2014 Public Art Master Plan.

Community Feedback

The engagement process revealed **strong support for public art** in general and high regard for El Paso's Public Art Collection. There was **considerable interest in works that capture the uniqueness of El Paso** – its people, history, culture, and environment.

With that strong support comes **interest from community members in being more aware and engaged with public art.** People are finding useful information on the website to learn about works in the Collection but want more. Educators throughout the community are coming up with ways to use artworks from the Collection as tools in the classroom and see opportunities to build on that work and share it more broadly. And people want to know how they can get more involved.

There is an interest in **broadening opportunities for local artists.** There is great appreciation for the Allied Artist Program and the efforts made by MCAD staff to support local artists

who are newer to public art. This can be built upon to provide additional professional development support and to reach even more artists.

The recent growth in the Public Art Collection has been made possible by the City's investments in its parks, community facilities, transportation infrastructure, cultural facilities, and public safety facilities. However, **there are parts of the city that the Public Art Program has not yet reached where there is a strong interest in public art.**

The interest and appreciation of the benefits of public art also extend into the private development community. Several **developers and private property owners in El Paso are incorporating art in their developments,** finding it creates a uniqueness and sense of place and others have reached out to MCAD for advice and support in their efforts.

Likewise, some **City departments are electing to work with artists to create public art outside of or in addition to the funding provided through the Percent for Art Ordinance.** These departments, too, recognize the value of art to the public they serve and have worked with MCAD to support their efforts.

The pace of new public art commissions funded through Percent for Art is tied to the pace of bond-funded capital project investment. As these bond-funded projects become fewer, the Public Art Program may need to look to **diversify the ways that new public art projects and programs are resourced,** including working with developers, partnering with other City departments and partnering with outside organizations.

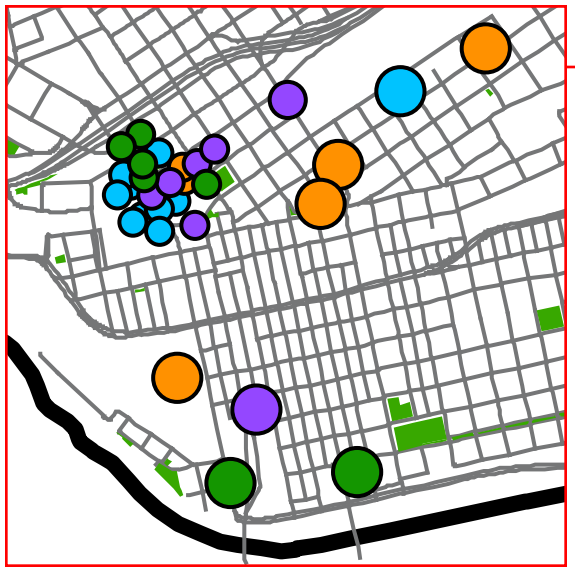
These findings inform the goals, strategies and recommendations outlined in this Master Plan Update. The Plan establishes priorities for the next phase of the Public Art Program: caring for the Collection, expanding access across all neighborhoods, deepening community engagement, supporting local artists and building partnerships that diversify resources for public art. Together, these strategies will ensure that public art continues to give voice to El Paso's creative spirit, enrich the lives of all who call this city home and enhance the experiences of all who visit.

Public Art Master Plan Update Open House, Westside Regional Command Center

El Paso's Public Art Collection

- Airport
- Community
- Community and Library
- Libraries
- Parks
- Public Safety
- Road Infrastructure
- Sun Metro
- Trailhead
- Zoo
- Other

Downtown



Marc Fornes, THEVERYMANY, *Marquise*, 2018

The El Paso Public Art Program

Mission, Vision, Goals and Strategies

The mission, vision, goals and strategies of the Public Art Program are designed to provide thoughtful focus to the program. All work undertaken by the Program should resonate with its mission and vision and employ its goals and strategies, ensuring the program is relevant and responsive to the community's needs.

Mission

What the Public Art Program does.

El Paso's Public Art Program:

- Commissions, acquires and maintains a diverse collection of public art;
- Supports the inclusion of public art in private development and infrastructure built by others;
- Promotes the community's access to, appreciation of and enjoyment of visual art; and
- Supports the public art ecosystem in El Paso.

Vision

The impact of the Public Art Program's work.

El Paso's Public Art Program gives voice to the city's creative spirit.

Goals

The Public Art Program will achieve its vision through public art projects and related programs that support these four goals.

Highlight Local Identity

Connect with and reflect the distinct ecology, history, landscape and culture of the El Paso region and this binational community.

Increase Arts Access

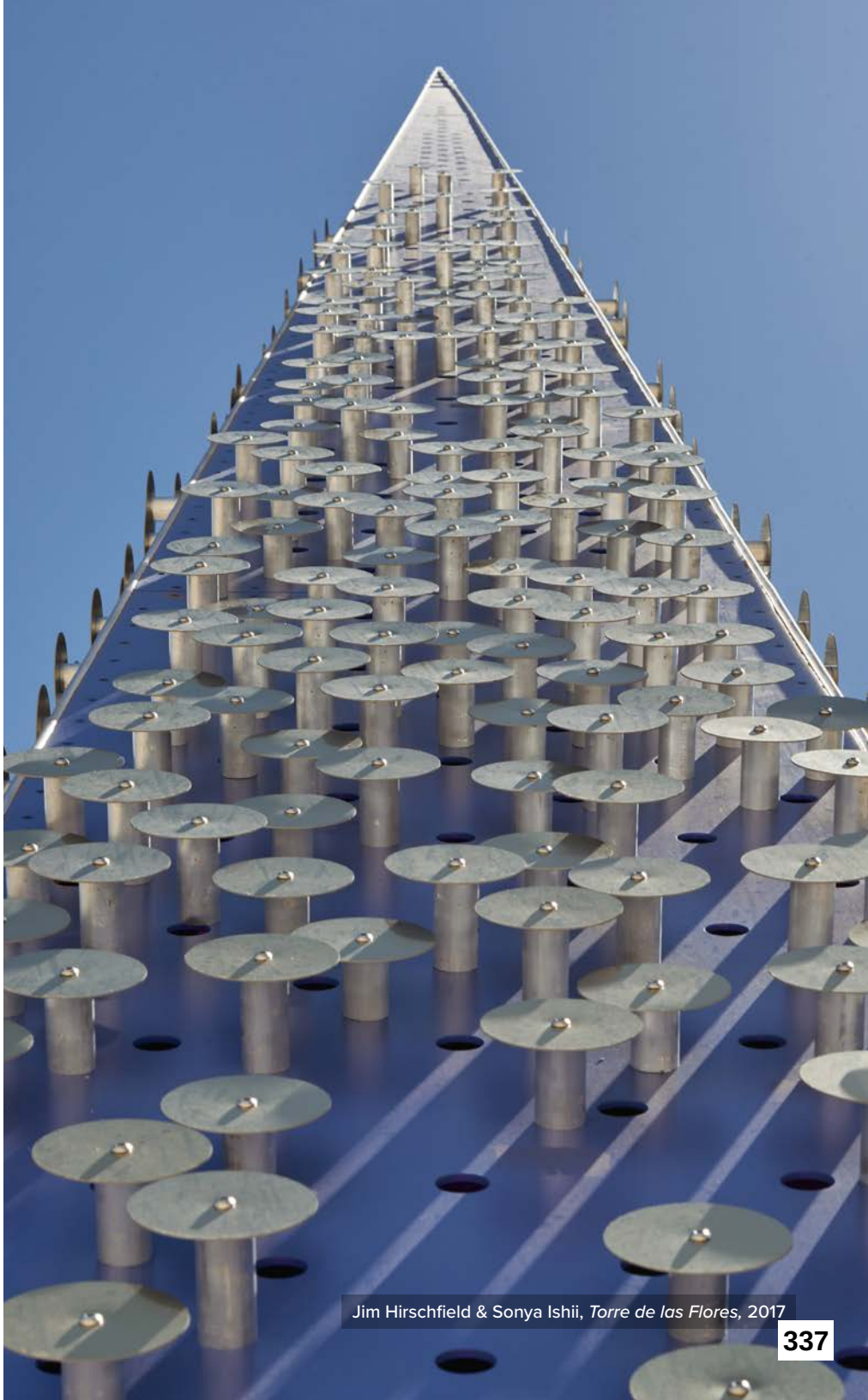
Provide opportunities for El Pasoans and visitors to connect with art, artists and the creative process.

Nurture Artistic Development

Establish pathways for artists to develop new work.

Create Meaningful Places

Shape locations that anchor community life and provide opportunities for interaction and social engagement.



Jim Hirschfield & Sonya Ishii, *Torre de las Flores,* 2017

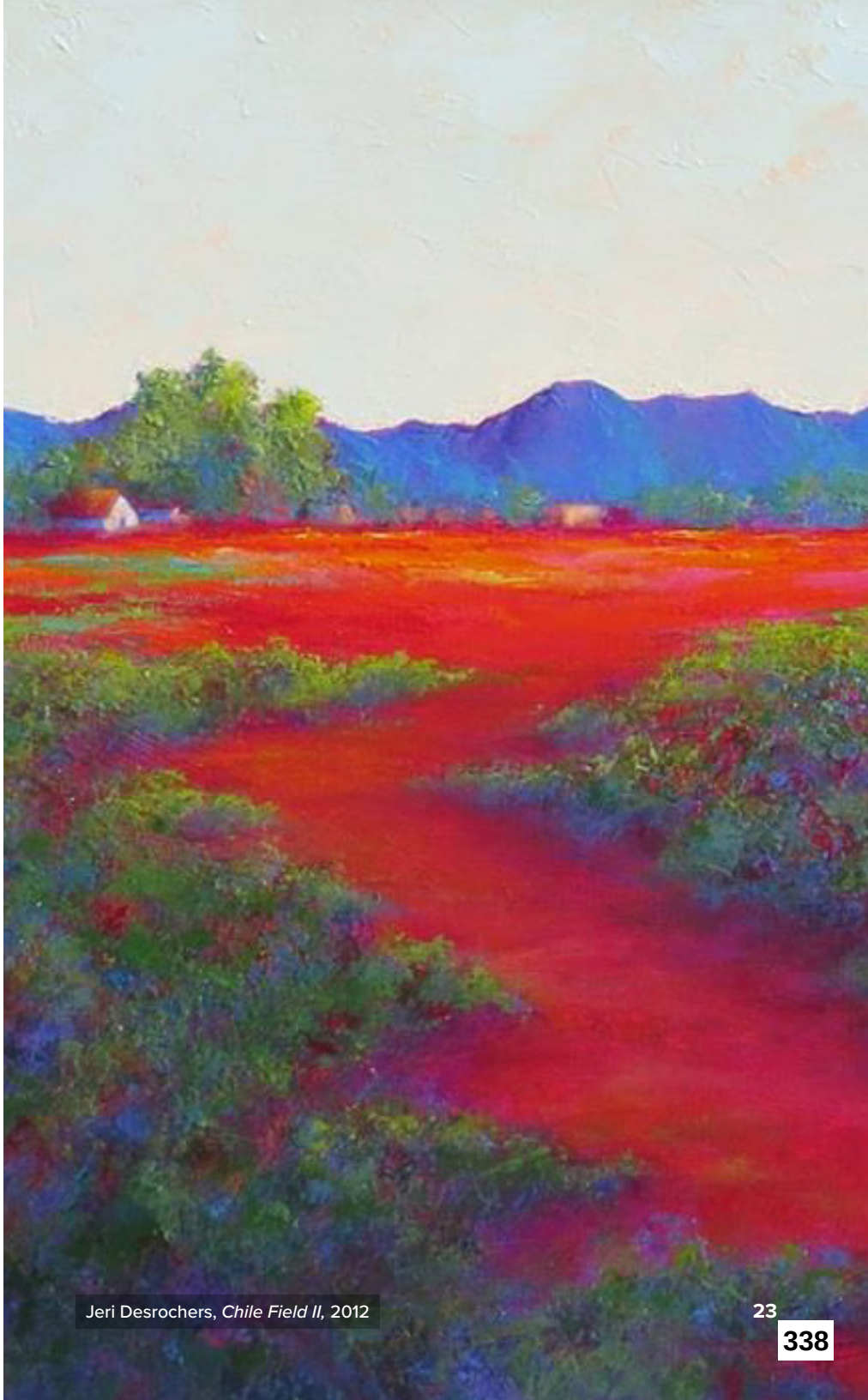
337

Strategies

The Public Art Program will employ these strategies to achieve its goals.

Highlight Local Identity

- Support public art processes that invite artists to think deeply about El Paso's identity and highlight what makes the region unique.
- Commission site-specific artworks that are inspired by El Paso's history, culture, landscape and identity.
- Involve community members and stakeholders in the public art development process to ensure artworks thoughtfully capture the spirit and identity of El Paso's communities.
- Through the Art Purchase Program, acquire artworks that represent varied elements of El Paso's local culture and create a portrait of the region.



Jeri Desrochers, *Chile Field II,* 2012

Improve Arts Access

- When possible, commission new public art projects in places that do not already have public art.
- Encourage artists who are developing public art projects in neighborhoods to include a hands-on community engagement component as part of their project.
- Promote and raise awareness of El Paso's Public Art Collection and the Art Purchase Program Collection, as well as murals and public art projects in El Paso that are not part of the City's Collection.
- Work collaboratively with internal and external partners to develop programs and resources centered on the Public Art Collection that engage and educate people of all ages.
- Work with private developers to incorporate public art into public spaces within their own projects.
- Provide guidance and resources for artists, organizations and private property owners to develop and maintain their own public art projects.

Mark Aeling, MGA Studios, *Convocation,* 2024

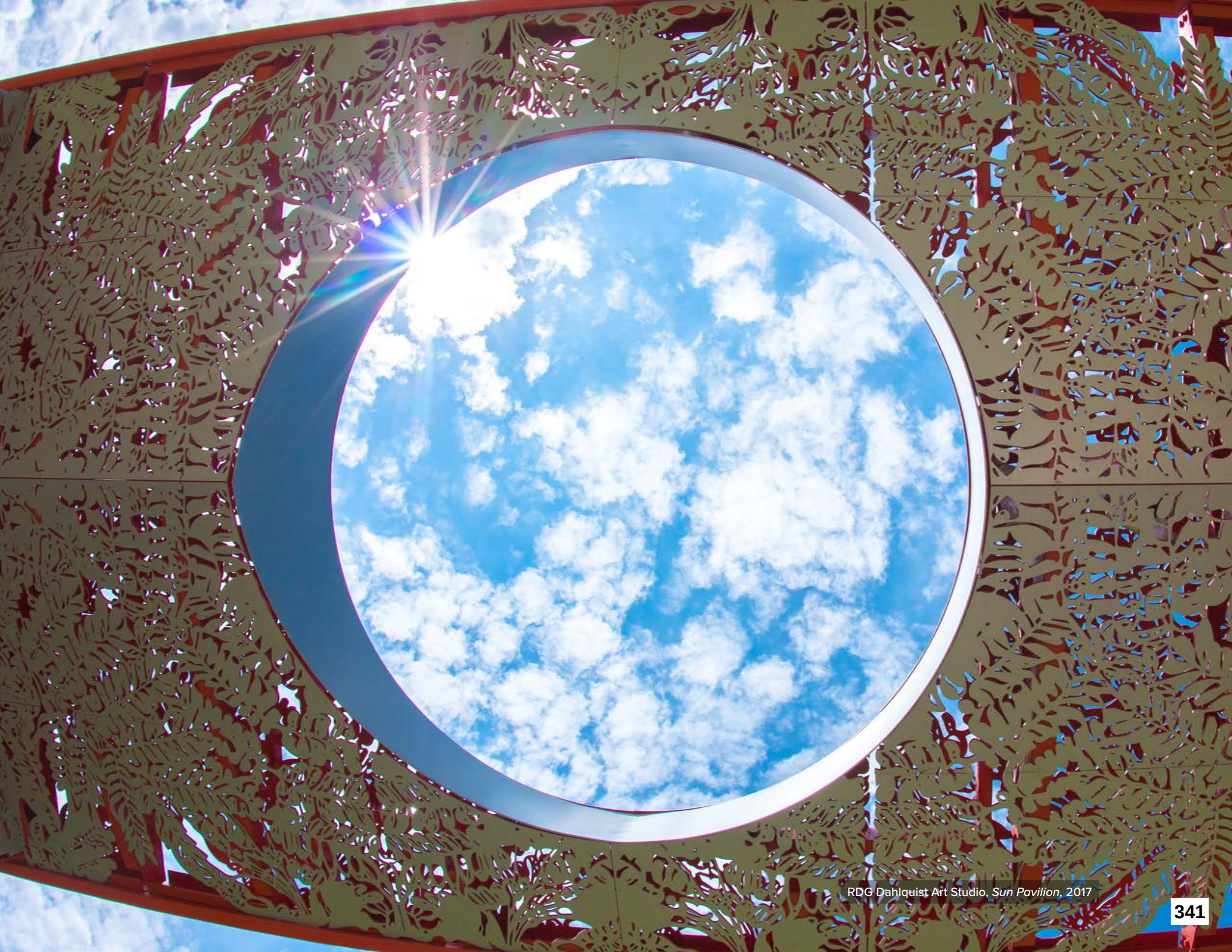
Nurture Artistic Development

- Build time into the commissioning process for artists to undertake local research, engage meaningfully with community members and create new work informed by these interactions.
- Develop public art projects that draw on the strengths of the local arts community and create opportunities for artists to develop their practice in public art and master a range of skills.
- Enhance the Allied Artist Program to better support El Paso artists who are new to public art.
- Seek partnerships and resources to provide additional opportunities for professional development.
- Promote and provide information to the public about individual artworks and artists in the Public Art Collection and the Art Purchase Program Collection.
- Continue acquiring artwork through the Art Purchase Program to provide opportunities for artists to sell their work and gain exposure.

Create Meaningful Places

- Site public art at locations that are or can become community gathering places.
- Commission public art that invites people to engage and interact with each other in public space.
- Commission public art that helps revitalize and activate places that have experienced disinvestment.
- Commission public art that makes a positive impact on the overall design of public spaces.
- Commission public art that brings identity to neighborhoods and corridors.

Poetic Kinetics, *Aztec Pavilion,* 2012



RDG Dahlquist Art Studio, *Sun Pavilion,* 2017

Opportunities for Public Art

El Paso's Public Art Program focuses on commissioning artworks that are incorporated into the City's public facilities and public spaces. Because its funding largely comes through a percent for art ordinance, the program has emphasized locating art in conjunction with City capital projects. This chapter outlines the most likely opportunities for locating new artworks and considerations for how they can be best integrated into those locations.

Opportunity Areas

The opportunities for public art described in this chapter are organized into Opportunity Areas. These include both types of facilities and infrastructure that can be found across the city — such as parks, trailheads, skate parks, libraries, community facilities, public safety facilities and roadway infrastructure — as well as specific areas, such as the El Paso International Airport and Downtown.

These Opportunity Areas are places where the City should focus its public art investment. They relate to various aspects of the city's public realm and reflect different categories of places people experience in their daily lives in the city.

For each Opportunity Area, the plan provides a description of the area or type of area, goals for public art, criteria for prioritizing opportunities, suggested resources and any special considerations.

Co-Location of Opportunity Areas

Throughout El Paso, various types of Opportunity Areas, such as parks, libraries, recreation centers, senior centers, skate parks and public safety facilities are often co-located or clustered on small campuses. These clusters tend to serve more people and more diverse groups of users than stand-alone facilities do.

In some cases, the clusters have evolved incrementally or organically and do not seem to have a strong center of gravity or civic focus that holds the spaces together. One example is Pavo Real, where several City facilities are clustered — a library, a recreation center, a senior center, a spray park and a facility for the Department of Public Health. In other cases, such as The Beast Urban Park in El Paso's Upper East Side, these campuses have been consciously and cohesively planned, even though they may be built in several phases over many years.

Where this co-location of types of Opportunity Areas occurs, the Public Art Program should consider a variety of potential strategies for public art:

Consolidating public art resources from two or more facilities towards a more significant project that serves the whole cluster.

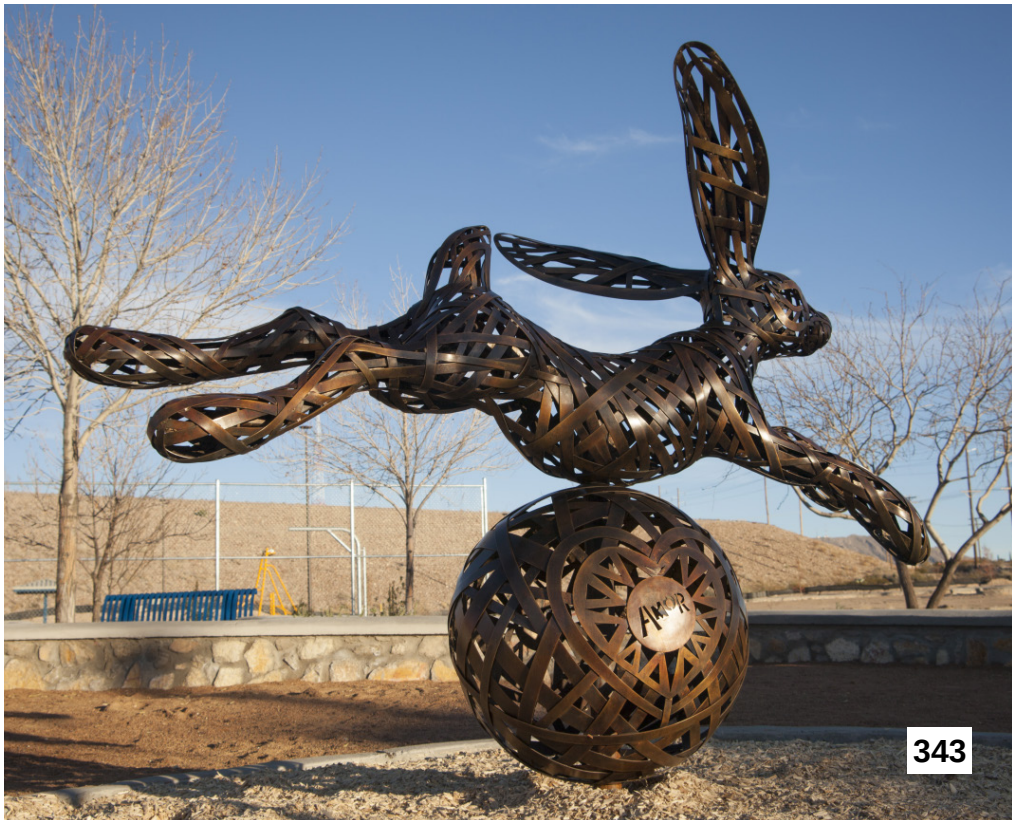
- Consider functional artworks that expand the use of the area (such as shade or gathering) or artworks that act as a focal point in areas that serve users of all the facilities

Commissioning multiple pieces that create a connected and cohesive experience.

- Consider connective features, such as landscape elements
- Consider features that help people understand the layout of the area, such as pieces that focus on entry points to the overall facility as well as entry points to each featured element

Shifting funds into the pooled funds to avoid a concentration of public art in one place.

Michael Stutz, *Jackrabbit Jumps the Love Ball,* 2019



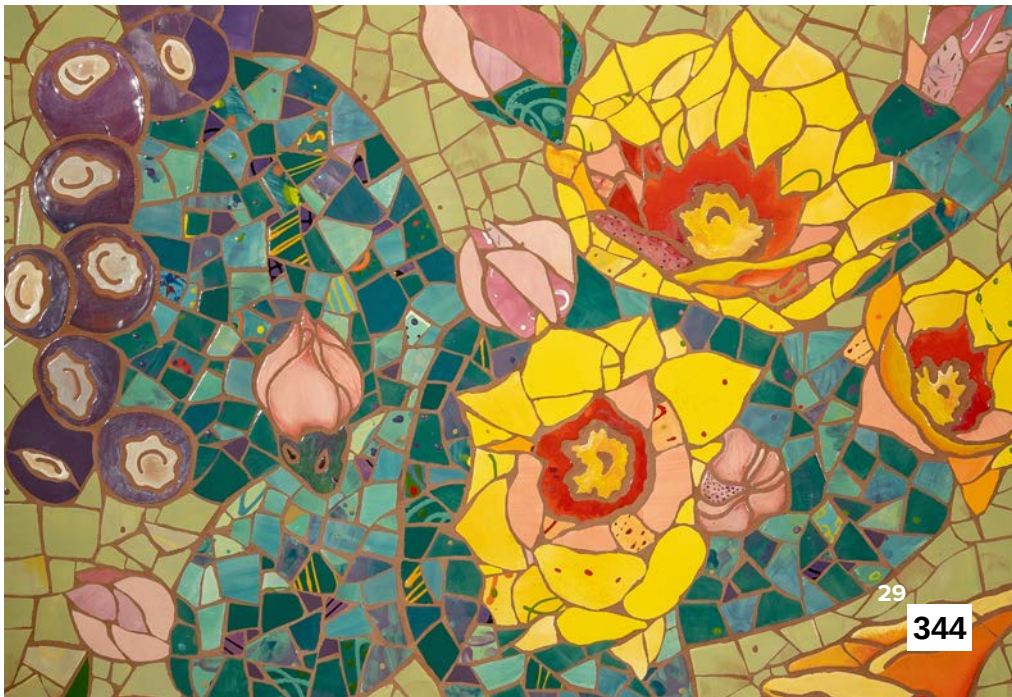
Retrofit Projects

El Paso's Public Art Program has excelled at commissioning site-specific artworks integrated into a variety of public facilities in a variety of ways. These artworks are generally commissioned at the time that a Capital Improvement Program (CIP) project is occurring. While this approach should remain a priority for the Program, looking forward, the Program should also explore approaches to commissioning artworks at locations where capital improvements are not occurring. This will help the Program better achieve its goal of distributing public art more fully throughout the city.

These projects, which could be considered "retrofit" projects, come with additional complexity as the Program will be responsible for more aspects of the planning and coordination of the projects than is typical for public art commissioned as part of a capital improvement project. Additional considerations will include overseeing physical site integration issues, such as foundations and lighting.

The Master Plan Update provides strategies for advancing retrofit projects, where appropriate, including: planning for retrofit projects in conjunction with the upcoming Parks and Recreation Master Plan, which is expected to focus on improving existing facilities; collaborating with MCAD to allow artists to develop public art for existing facilities through MCAD's Cultural Funding Program grants (see the Cultivating Local Artists section of this plan); and exploring other projects the Public Art Program can initiate itself, such as murals. Murals are a particularly good fit for retrofit projects because they generally require less infrastructure work than other types of projects and can be added in many types of places and facilities, both indoors and out. The Program should consider commissioning one mural a year, as a way to distribute art throughout the city, while also supporting El Paso's rich tradition of muralism.

Terry Wright & Kathryn Gelinas, *Living Desert,* 2020



Opportunity Area: Parks

The City of El Paso maintains a broad network of parks. They include regional, community, neighborhood and linear parks, as well as sports centers, and special-use parks, such as the El Paso Municipal Rose Garden and Eastwood (Album) Park, to serve a broader constituency than the immediate area, Aside from roadways, parks are the most common type of public space in the city. They provide an opportunity to locate public art in places that are easily accessible to many people.

Though most of the parks constructed by the City over the past decade have included public art, many parks predate the Public Art Ordinance and don't yet have public art. In addition, most of the park spaces dedicated by developers over the past decade have not included public art.

Notably, at the time of this writing, the City is launching a new Parks and Recreation Master Plan and the focus is expected to be on improving existing facilities. This planning process offers an important opportunity to align public art investment in parks with the community's broader goal of locating art in communities that have been bypassed so far. When that plan is complete, the Program should work with the Parks and Recreation Department to create an implementation-oriented Public Art Focus Plan that provides a strategy for public art in parks and park facilities, particularly for retrofit projects. This strategy can identify site integration strategies and priority locations for public art and can inform the way that public art is funded through future capital programs. The following considerations are especially important:

- The Public Art Focus Plan for Parks and Recreation should identify locational priorities and mechanisms for planning, funding and commissioning public art into parks and park facilities in areas of the city with less access to public art.

- The Public Art Focus Plan for Parks and Recreation should consider whether there are functional park features, such as shade structures and entry markers, that can be customized through artistic enhancements.

- Park lands dedicated by developers, generally in newer areas of the city, often have fewer amenities than City-developed parks and no public art. The Public Art Focus Plan for Parks and Recreation should consider which of these spaces

would be priorities for public art, taking into consideration functional features and amenities that are required for developer-created park spaces, as well as processes for funding and commissioning these projects.

Christopher Fennell, *Wagon Sprouts,* 2017

Goals for Public Art in Parks

Public art in parks should:

- Elevate the appearance and experience of parks
- Create engaging spaces within parks that bring people together
- Help create a unique identity for each park that is reflective of its context
- Enhance the functional features of parks
- Strengthen synergies between parks and co-located facilities, functionally or visually

Criteria for Prioritizing Public Art Opportunities

The Program should prioritize:

- Capital improvement project locations that meet the Project Identification Principles for budget, timing and site integration outlined in the "Creating the Annual Public Art Plan" section of this plan
- Parks in areas/neighborhoods that are underserved with public art, as indicated by the metrics outlined in the Creating the Annual Public Art Plan section of this plan.
- Parks where the community has identified public art as a priority through a park or community planning process, including the forthcoming Parks and Recreation Master Plan.

Resources for Public Art in Parks

The Program should consider the following sources of funds for public art in parks:

- CIP funds for new park construction
- Pooled CIP funds
- Community Development Block Grant (CDBG) funds for parks improvements

Parks with Public Art

Bartlett Park
Jackrabbit Jumps the Love Ball,
Michael Stutz

Blackie Chesher Park
Sun Pavilion, David Dalhquist

Cavalry Man Triangle
Aztec Pavilion, Poetic Kinetics

Cavalry Man, Jose Ruiz de Rivera

Cleveland Square Park
Sombras y Luz,
Bill and Mary Buchen

Treacherous Crossing,
Julio Sanchez de Alba

Crime Victims Memorial Park
Remembrance — Crime Victims Memorial Reading Garden,
Ken Bernstein

Delta Park
Men of Company E Memorial,
Julio Sanchez de Alba

Eastside Regional Park
Hueco Tanks Archway,
Mark Grieve and Ilana Spector

Oasis Sombrio, Brad Goldberg

Lions Plazita
Aguacero, Sebastian

Lt. Col. Robert "Bob" Chisolm Park
Sky Boulder, Willie Ray Parish

Northeast Regional Park
Rivals, Lars Stanley

Jim Crouch Park
August 3rd Memorial,
Albert "Tino" Ortega

San Jacinto Plaza
Los Lagartos, Luis Jimenez

Stanton Bridge Park
El Paso Port-all, Jari WERC Alvarez

Travis White Park
Wagon Sprouts, Christopher Fennell

Veterans Memorial Park
Day of Valor, Jimmie Bemont

Albert "Tino" Ortega, *August 3rd Memorial,* 2024

Opportunity Area: Trailheads

El Paso's trail network generally consists of two types of trails — hiking trails in the Franklin Mountains and urban trails that connect neighborhoods, mostly through linear parks or dedications along major arterials in newly developed areas of the city. The City also hosts the southern segment of the Rio Grande River Park trail, a paved multi-use trail that runs from Sunland Park through the Upper Valley and will ultimately extend far northward into New Mexico.

Overall, the City is building a network of 10 trailheads to provide access to its mountain trails and the River Park trail, in addition to creating access points where these trails connect to City parks. Of these trailheads, four are in planning or advanced planning stages and six are completed or under construction at the time of the writing of this plan.

Public art at trailheads can help identify where trailheads intersect with roadways, trail parking, or destinations; give each trailhead a distinctive identity; and help anchor gathering places. The Program should evaluate existing and new trailheads for mountain trails and the river trail to identify potential locations for public art, using the criteria below.

The proposed Parks and Recreation Public Art Focus Plan, discussed in the Parks Opportunity Area above, should consider public art at trailheads, including locational considerations, site integration strategies, project types and funding mechanisms.

Goals for Public Art at Trailheads

Public art at trailheads should:

- Create a unique identity for individual trailheads that is reflective of each trail's context
- Strengthen functional features of trailheads
- Foster awareness of ecological systems
- Improve the legibility of the overall trail system

Criteria for Prioritizing Public Art Opportunities

The Program should prioritize:

- Trailheads that have the highest use
- Trailheads that are in areas of the city underserved with public art

- Trailheads that are co-located with other facilities, such as parks
- Locations where public art can support the experience of nature and natural systems

The Program should avoid:

- Locations where public art would disrupt natural systems and/or the experience of nature

Resources for Public Art at Trailheads

The Program should consider the following sources of funds for public art at trailheads:

- CIP funds for urban trailhead construction
- Pooled CIP funds

Trailhead with Public Art

Chuck Heinrich Memorial Park
Desert Blossom, May + Watkins Design

May + Watkins Design, *Desert Blossom,* 2021

Opportunity Area: Skate Parks

The City operates 11 skate parks, most but not all of which are in existing parks. Four have custom concrete builds and seven have modular ramp layouts.

Public art, in the form of murals, could be retrofit onto non-skateable surfaces in existing skate parks or onto walls that are adjacent to skate parks. If new skate park facilities are constructed, public art can be incorporated into the design of the facility. Skating culture has its own visual culture, which could be explored through public art.

The proposed Parks and Recreation Public Art Focus Plan, discussed in the Parks Opportunity Area above, should consider public art in existing and new skate parks, including site integration strategies, project types and funding mechanisms.

Goals for Public Art in Skate Parks

Public art in skate parks should:

- Remediate and discourage illegal graffiti
- Reflect local skate culture
- Engage youth and skate park users in the public art process to foster a sense of ownership of the public art

Criteria for Prioritizing Public Art Opportunities

The Program should prioritize:

- Skate parks that are being newly constructed
- Skate parks in areas/neighborhoods that don't already have public art
- Skate parks in areas with highest incidences of graffiti

Additional Considerations:

- Even if a skate park is co-located with other community facilities, the artwork pursued for a skate park should be independent and specifically reflective of skate culture and skaters.
- Specific skate parks with appropriate surfaces and walls could be included on a list of locations interested in working with artists who receive MCAD Cultural Funding Program grants for public art projects.

Resources for Public Art in Skate Parks

The Program should consider the following sources of funds for public art in skate parks:

- CIP funds for new skate park construction
- Pooled CIP funds
- CDBG funds for parks improvements
- Graffiti abatement funds

Dick Shinaut Skatepark

Opportunity Area: Community Facilities

Community facilities include El Paso's networks of recreation centers,senior centers and aquatic centers, all of which are managed by the Parks and Recreation Department.

The City manages 20 Recreation Centers (some are called Community Centers), which feature a variety of programming suitable for all ages and abilities, as well as amenities such as fitness equipment, gyms, classrooms, dance studios and both indoor and outdoor courts for pickleball and tennis. The City also manages 11 Senior Centers, with programming specific to older community members. Some community facilities are co-located with libraries, as well.

The proposed Parks and Recreation Public Art Focus Plan discussed more thoroughly in the Parks Opportunity Area section above, should consider public art in community facilities, including locational considerations, site integration strategies, project types and funding mechanisms.

Goals for Public Art in Community Facilities

Public art in community facilities should:

- Reflect the neighborhood/community where the artwork is sited and the activities taking place within the facility
- Complement and enhance the visual appearance and design of the facility
- Strengthen and beautify gathering places

Criteria for Prioritizing Public Art Opportunities

The Program should prioritize:

- Facilities in communities that don't already have public art
- Facilities that don't have public art
- Locations that strongly meet the Project Identification Principles for budget, timing and site integration outlined in the "Creating the Annual Public Art Plan" section of this plan

CIP funds for projects at facilities that don't meet these criteria should be allocated to projects that better meet these criteria.

Additional Considerations

- The strategies for co-location discussed earlier should be considered when applicable.
- The Program should consider community participation in the process of commissioning and/or creating artworks, in order to maintain connections with the communities these facilities serve.
- Specific community facilities could be included on a list of locations interested in working with artists who receive MCAD Cultural Funding grants for public art projects.

Resources for Public Art in Community Facilities

- CIP funds for new community facility construction
- Pooled CIP funds

Community Facilities with Public Art

Camp Cohen Water Park
Crescendo, John Davis

Chalio Acosta Sports Center
PITZ/TLACHKO, Gabriel Gaytan

Chamizal Community Center
Blurred Boundaries, Jesus "Cimi" Alvarado

Chapoteo Water Park
Folklorico, Simon Donovan and Ben Olmstead

Lost Kingdom Water Park
Mythical Mayans, Madeline Weiner

Oasis Water Park
Desert in Bloom, Olalekan Jeyifous

Pat O'Rourke Recreation Center
Blooming Trees and Color Schemes, Cesar Ivan

Pavo Real Recreation Center
Camino Real en Pavo Real, Rene Nevarez

Polly Harris Senior Center
Living Desert, Terry Wright and Kathryn Gelinas

Sylvia A. Carreon Community Center
Narrativa, Blessing Hancock

Valle Bajo Community Center
Voids, Osman Akan

Westside Natatorium
Marquise, Marc Fornes (Theverymany)

Rene Nevarez, *Camino Real en Pavo Real,* 2022

Opportunity Area: Libraries

The El Paso Public Library system consists of 15 facilities, some of which are co-located with community centers. Seven of them include public art, most created through the Public Art Program. Two libraries, Richard Burges and Clardy Fox, have artworks that were funded through MCAD Cultural Funding Program grants.

Library leadership values public art because it can connect people in the community to the library and its resources and thereby encourage life-long learning and connection to a larger world as well.

Because libraries are dispersed throughout El Paso and are a central part of community life, they should continue to be a priority location for public art commissions in conjunction with capital improvement projects, as well as retrofit projects.

Libraries are also excellent spaces for the Public Art Program to utilize for community engagement activities and artist outreach and to provide the public with information about works in the Collection. Individual libraries may also be interested in partnering on programs to expand audience engagement with specific works at or near library facilities.

Goals for Public Art in Libraries

Public art in libraries should:

- Connect the community to library facilities through art
- Inspire discovery, creativity and life-long learning
- Foster connection to and appreciation of the broader world
- Enhance the experience of being in the physical space of the library
- Encourage community participation and engagement

Criteria for Prioritizing Public Art Opportunities

The Program should prioritize:

- Libraries in communities that don't already have public art
- Libraries that don't already have public art
- Locations that strongly meet the Project Identification Principles for budget, timing and site integration outlined in the "Creating the Annual Public Art Plan" section of this plan CIP funds for library projects that don't meet these criteria should be allocated to projects that better meet these criteria.

Additional Considerations

- The strategies for co-location discussed earlier should be considered when applicable.
- The Program should consider community participation in the process of commissioning and/or creating artworks, as part of the libraries' ongoing efforts to maintain connections with the communities they serve.
- Specific libraries could be included on a list of locations interested in working with artists who receive MCAD Cultural Funding Program grants for public art projects.

Resources for Public Art in Libraries

- CIP funds for new library construction
- Pooled CIP funds

Libraries with Public Art

Chamizal Library
Blurred Boundaries,
Jesus "Cimi" Alvarado

Clardy Fox Library
Desert Agave, Adrian Lopez

El Paso Main Library
A Novel Romance, Ho Baron

Esperanza Acosta Moreno Library
Seats of Hope, Samantha N. Silva

Irving Schwartz Library
Nebula, Michele Gutlove

Jose Cisneros Cielo Vista Library
Continuum, Patricia "Sabina" Munoz

Richard Burges Library
Kidz Zone, Hal Marcus

Valle Bajo Library
Voids, Osman Akan

Adrian Lopez, *Desert Agave,* 2021

Opportunity Area: Public Safety Facilities

The City of El Paso is expanding and upgrading its public safety facilities through numerous CIP projects funded by the Public Safety Bond approved by voters in 2019. Overall, the projects seek to add new public safety facilities in growing areas of the city, provide for major maintenance and renovation of aging facilities and provide academy and logistics facilities to accommodate for future growth. Artworks have been completed for the Upper East Side Regional Command and Fire Station 36.

Public art should continue to be commissioned at public safety facilities that have significant public use and/or visibility and should be sited to maximize visibility by the public as well as public safety staff.

Goals for Art in Public Safety Facilities

Public Art in public safety facilities should:

- Help the public understand the nature of public safety work
- Explore themes related to fire, police and other public safety work
- Improve the experience of staff and members of the public using these facilities

Criteria for Prioritizing Public Art Opportunities

The Program should:

- Prioritize projects at new public safety facilities where there is significant public visitation and/or visibility (such as spaces that the public can access and locations visible from major roads). Pool public art funds for projects that do not meet this criterion.
- Prioritize locations at new public safety facilities that strongly meet the “project identification principles” for budget, timing and site integration outlined at the beginning of this chapter. Pool public art funds for projects that do not meet this criterion.
- Direct pooled funds to public safety facilities in communities that are underserved by public art.

- Direct pooled funds to public safety facilities that don't have public art.
- Strongly consider pooling public art funds for regional command center renovations and fire station renovations.
- For larger budget CIP projects, strongly consider commissioning only one artwork and pooling remaining funds for projects identified according to the criteria above.

Resources for Public Art in Public Safety Facilities

- CIP funds for public safety facilities

Public Safety Facilities with Public Art

Fire Station #5
Firebird, Greg Reiche

Fire Station #18
Rising Stronger, Julio Sanchez de Alba

Fire Station #36
Pillars of the Community, Ken McCall

Fire Station #37
Water, Ilan Averbuch

Police Headquarters
History of Five Points,
Jesus "Cimi" Alvarado

Police Department Eastside Regional Command Center
Sun Eagle, Natalie Blake Studios

Convocation, MGA Sculpture

Ilan Averbuch, *Water,* 2013

Opportunity Area: Road Infrastructure

The 2022 Community Progress Bond is providing almost $250 million to expand and upgrade basic roadway elements throughout the city, including bridges, roundabouts, paving, medians, sidewalks, bike lanes and signals. While much of this funding is for upgrading the current road network, including the 50 busiest corridors, funding is also planned for expansions in the Upper Valley, Northeast and the East Side. Some of the funds will also be spent on neighborhood traffic calming and on pedestrian improvements in transit corridors.

The Public Art Program has commissioned numerous road and bridge projects, both before and after the 2014 Public Art Master Plan was adopted. They include roundabout sculptures, artworks in median strips, two murals on retaining walls, lighting on an underpass and integrated concrete work in retaining walls along two segments of the Transmountain Highway in collaboration with the Texas Department of Transportation. The Program is currently planning a project to commission public art as recommended by the Public Art Streetscape Aesthetics Plan.

A key lesson from artworks commissioned through previous transportation bond projects was that a number of them, primarily in medians and roundabouts, have had a high level of repair issues due to the number of vehicle collisions. Accordingly, the most reasonable public art approach will be to couple caution when selecting sites, particularly in regard to roundabouts and median artwork, with consideration of strategies for minimizing the potential risk to artworks.

Goals for Public Art in Road Infrastructure

Public Art in road infrastructure should:

- Enhance the appearance of road infrastructure for residents and visitors to the city
- Enhance the sense of connectivity in the city by strengthening the overall identity of the different areas of the city that are connected by road infrastructure
- Contribute to increased safety for pedestrians, cyclists and motorists

Criteria for Prioritizing Public Art Opportunities

The Program should:

- Seek locations that represent important nodes in the citywide transportation network
  - > Especially consider nodes that will be experienced by residents and visitors alike
- Seek locations on roadways with higher volumes of traffic
- Seek locations that have high pedestrian use
- Seek locations that have been recommended for public art in other adopted City plans
- Seek locations where the City already controls adjacent right of way suitable for the installation of public art
- Seek locations where there is adjacent infrastructure, such as retaining walls, that would allow for the installation of public art without extensive site preparation.
- Avoid locations where maintenance and repair are likely to be an issue, especially as a result of collisions with the artwork

Mitsu Overstreet, *Juntos,* 2022

Guidelines for Locating Public Art in Roundabouts and Medians

These guidelines can be used to evaluate the advisability of commissioning public art in roundabouts or medians:

- Focus on projects where the design reduces the chance for collisions:
  - > For roundabouts, consider the overall geometrics of the roundabout and approach roads, roadway design speeds, edge treatments and grading of the roundabout and the presence of traffic calming measures on the approach roads.
  - > For medians, consider the width of the median, landscaping in and grading of the median, roadway design speeds and the presence of traffic calming infrastructure.
- Wait for several years after a roundabout has been installed and analyze collision and speeding data, to determine the overall safety of the roundabout in ordinary conditions, before planning for public art in that location.
- Consider implementing traffic calming measures such as speed humps in the vicinity of art installation.

Resources for Public Art in Road Infrastructure

- CIP funds

Road Infrastructure with Public Art

Alabama Street
Window to the Franklins,
Jesus “Cimi” Alvarado

Bataan Railway Fence
Ferrocarrilero, Art Garcia

La Plaza de Los Lagartos,
Leticia Huerta

Luminous Landscape,
Tom Orr and Frances Bagley

Reclaimed Crossing, Bruce Taylor

Rio Grande 1, Lars Stanley

Carolina Bridge
Woven Culture, Creative Kids, Inc.

Country Club Road Roundabout
Unity, Laura Turon

El Paso and San Antonio Street Roundabout
Bienvenido, Christopher Weed

Geronimo Drive
Juntos, Mitsu Overstreet

I-10 Airway Interchange
Airway Aesthetics, Vicki Scuri

Paso Del Norte Roundabout
El Paso Faro, Ray King Studio

Pebble Hills Traffic Circle
Ocotillo, Howard Kalish

RC Poe Roundabout
Whirlwind, Art Garcia

Rich Beem Roundabout
Conexion, Jose Octavio Cano

Spur 1966
The Cloud, Donald Lipski

Upper Valley Traffic Circle
Upper Valley Wind Sails,
Doug Taylor

Jesus “Cimi” Alvarado, *Window to the Franklins,* 2022

Opportunity Area: Transportation Corridors

The City of El Paso has developed four transit corridors that provide bus rapid transit service (Brio) into the far reaches of the city, as well as a looped streetcar route that provides regular service connecting downtown, the UTEP campus and the neighborhoods in between. No plans currently exist for extensions to any of these networks. The four Brio corridors include public art at all stations, through an ambitious collaboration between MCAD and Sun Metro.

El Paso is now encouraging infill development, particularly residential development, along these and other major transportation corridors. While the primary goal for infill development is to promote more housing options and housing affordability, the City also envisions related improvements to support development and population growth along those corridors. These areas will be an important opportunity for new public art projects, though the mechanisms for incorporating public art into public and private improvements would need to be determined.

Over the years, the City's ideas for infill development have been encapsulated in several planning documents and policies. *Envision El Paso,* the City's proposed comprehensive plan update, will emphasize infill development, particularly residential and related infrastructure improvements. Similar recommendations can be found in several plans and policies adopted in recent years, such as the *Onward Alameda* master plan, *Downtown and Uptown Master Plan* and the *City of El Paso Infill and Redevelopment Policy.*

The City's Infill and Redevelopment policy[1] outlines several key goals:

- Increase the redevelopment and adaptive reuse of older, underutilized buildings.
- Increase density and housing options within existing communities where appropriate transit options exist.
- Increase the development of middle housing options such as duplexes, triplexes, quadraplexes, or attached single family homes and mid-rise multifamily housing in targeted areas.

These plans and policies generally envision infill housing development occurring incrementally through private investment. They do not propose new public funding for infill housing, though some of the corridors pass through Tax Increment Reinvestment

[1] City of El Paso Infill and Redevelopment Policy, 2022

Zone (TIRZ) areas where funding might support development and infrastructure. Other policy proposals have included relaxing zoning and parking standards as development incentives. One possibility might be to designate demonstration areas throughout the city where different approaches could be explored.

The City's plans and policies also associate other improvements to areas where infill would be focused. The "place types" outlined in Envision El Paso offer holistic views of how development, public realm and public services can be linked in different types of urban communities. Before Envision El Paso, the Alameda and Downtown/Uptown plans have several key similarities; both prioritize walkable, mixed-use neighborhoods around transit stations and incorporate affordable housing and green infrastructure initiatives.

Because at the moment infill development is envisioned to occur through market forces, the Public Art Program should focus on creating mechanisms to incorporate public art in associated quality of life public realm improvements, especially in Envision El Paso place types that are most appropriate for infill redevelopment. Public art improvements might include small-scale features such as corner treatments, low-rise planters, bicycle racks, tree grates, neighborhood markers, wall treatments and entries. This kit of parts could be incorporated inexpensively into street improvement projects and also offered to private developers. It is possible that this kit of parts could be developed through experimentation with ideas in the Public Art Streetscape Aesthetics Plan.

Because of the scale and nature of the development that is envisioned, it is not likely that any but the largest infill developments could include public art. In those cases, the City might consider a public art requirement that is tied to any incentives that are offered for infill housing. This could result in small developer projects or contributions to pooled funds, which should be used in the vicinity of the project being developed.

Goals for Art in Transit Corridors

- Enhance the appearance of street infrastructure and other City mobility infrastructure
- Reinforce multimodal strategies; emphasize areas where people make connections or shift between modes (including pedestrian modes)
- Strengthen public spaces and community identity through public realm improvements

Criteria for Prioritizing Public Art Opportunities

The Program should prioritize:

- Publicly-owned sites
- Sites that offer the potential to coordinate with public construction projects
- Sites that will require minimal site preparation investment
- Sites in communities that don't already have public art

Resources for Public Art in Transit Corridors

- CIP funds for transportation improvements along and near key corridors

Sun Metro Facilities with Public Art

Al Jefferson Westside Transfer Center
Time in Transit, Gary Price

Alameda RTS
Alameda Brio, 13 local artists

Airway Boulevard Median
Flores del Desierto,
Christopher Weed

Bert Williams Downtown Santa Fe Transfer Center
Confluencia, Hank Saxe and Cynthia Patterson

Dyer RTS
Desert Camouflage,
Haddad-Drugan

Glory Road Transfer Center
Glory Road, Mike Mandel

Montana RTS
Acies, George Bates

Mesa RTS
Leaves of Wind, Catherine Widgery

Metro 31Transit Center
Radiata, Ed Carpenter

Nestor A. Valencia Mission Valley Transfer Center
Natural Passage, Gary Price

Northgate Transfer Center
Torre de las Flores, Jim Hirschfield and Sonya Ishii

Sun Metro Bicentennial Council Transit Operations Center
Pasajeros (Passengers),
Simon Donovan and Ben Olmstead

Upper Eastside Transfer Center
Luminous Bound, Aaron Stephan

Katherine Widgery, *Leaves of Wind,* 2014

Opportunity Area: El Paso International Airport

The El Paso International Airport (EPIA) is a gateway for visitors from around the world to west Texas, southern New Mexico and adjacent areas in Mexico.

The Public Art Program has had a vibrant and growing partnership with EPIA commissioning new artworks. Six projects have been completed prior to this writing, and five additional projects are planned. (An additional artwork that is part of the Montana Street BRIO corridor is also located at the airport.) Other artwork at the airport, such as temporary exhibitions and installations, are managed by EPIA staff.

The airport is in the midst of a five-year Capital Improvement Plan that includes $276 million in terminal, airfield and non-aviation projects. While these projects' primary alignment with the City's strategic plan is to help achieve the goal "Cultivate an Environment Conducive to Strong, Economic Development" by expanding airport capacity, airport leadership also notes the airport plays a role in achieving the goal "Promote the Visual Image of the City" by improving the visual impression of El Paso for travelers. The five-year plan includes rehabilitation, renovation and remodeling of several areas in the terminal that might be candidates for future public art collaborations.[2]

With the expansion of public art at EPIA, the Public Art Program should consider partnering with the airport to develop an airport Public Art Focus Plan. This plan could offer a roadmap for matching airport art resources to opportunities, not only for permanent commissions, but also for temporary installations and exhibitions managed by EPIA.

Goals for Public Art in the Airport

Public Art in the airport should:

- Welcome visitors from around the world to El Paso and the Borderlands Region, and create a sense of pride and homecoming for regional residents returning home
- Enhance user experience by contributing to the overall design and ambiance of the airport
- Enhance visual impressions of El Paso for travelers, creating a sense that you know you are in El Paso

[2] Undated presentation, "Airport 5-Year Capital Improvement Plan"

Criteria for Prioritizing Public Art Opportunities

The Program should prioritize:

- Sites that are in a variety of locations, both pre- and post-security, to reach travelers as well as meeter-greeters and the non-traveling public
- Accessible areas where there is an opportunity for a strong, immediate visual impact.

Resources for Public Art in the Airport

- CIP funds for EIPA

Public Art at El Paso International Airport

Concourse B Variation, Rae Mahaffey

El Paso Passage, Bill Fitzgibbons

NOPAL!, Chris Winterstein

Portal 1, Ricardo Chavarria

Radiance, RE:Site

River Spirit, Mitsu Overstreet

The River/El Rio: Both Sides, No Sides, Mitsu Overstreet

RE:Site Studio, *Radiance*, 2021

Opportunity Area: Downtown

Downtown El Paso is the city's cultural, entertainment and governmental hub, as well as a busy retail destination. It is an international gateway, with two of the city's four border crossings that link to downtown Ciudad Juarez. El Paso's Downtown Arts District was officially designated as a cultural district by the Texas Commission on the Arts in 2011.

Downtown is the location of the highest concentration of public art in the city, including works that are in the City's Collection and works that have been created through other processes, such as artist-initiated works and works commissioned by other organizations.

Public art marks the border crossings; major facilities such as the convention center, baseball stadium, library, City museums, Mexican American Cultural Center and La Nube; and artworks along the Pedestrian Pathway at two roundabouts and along various Brio lines. One of El Paso's most iconic and best-loved artworks, *Los Lagartos,* is in San Jacinto Plaza.

The Program should continue to grow the collection of public art Downtown, recognizing its high level of visibility to residents and visitors, while balancing the need to bring art to other parts of the city.

One opportunity is the proposed expansion of the Convention Center south across San Antonio Avenue. Plans for this project are still taking shape, and provision should be made for public art to be included in this important public-facing facility, even if it is not funded through bonds subject to the City's percent for art ordinance. The Program should develop a Public Art Focus Plan for the Convention Center that could identify site integration strategies and priority locations for public art, outline implementation strategies and inform the use of public art resources at the Convention Center. In addition, the expansion provides an opportunity to display works from the Art Purchase Program and/or to acquire artworks through the Art Purchase Program specifically for the Convention Center.

Another significant opportunity is the Union Plaza area, one of downtown El Paso's oldest districts, historically shaped by rail activity, warehouses, and cross-border commerce that supported the city's growth as a regional transportation hub. Today, Union Plaza includes a mix of adaptive-reuse buildings, small-scale cultural and entertainment uses, along with the Union Plaza Park. The neighborhood is located directly adjacent to Southwest University Park, which

draws consistent audiences for regular El Paso Chihuahuas baseball games and El Paso Locomotive FC soccer matches, along with special events. In March 2025, the City began soliciting proposals for the redevelopment of City-owned properties south of Overland Street, immediately south of the proposed Convention Center expansion site.[3] This redevelopment represents an important opportunity to re-activate an underutilized area and strengthen connections between the Convention Center, the ballpark, and surrounding downtown districts. The City should consider public art as an integral component of redevelopment efforts in this area, using site-responsive works that reflect the district's history and support a cohesive, pedestrian-oriented downtown experience.

Goals for Public Art in Downtown

Public art in Downtown should:

- Mark key cultural, entertainment and governmental facilities
- Create inviting and inclusive public spaces
- Welcome people entering Downtown from other areas
- Reflect the history and cultural traditions of the communities living in and around Downtown
- Connect people to El Paso's cultural and civic narratives

Criteria for Prioritization

The Program should prioritize:

- Projects that reinforce the nature of Downtown districts, facilities and pedestrian connections

Resources for Public Art in Downtown

- CIP funds for the construction of new facilities, such as the proposed Convention Center expansion
- Private developers, especially related to City property sold for redevelopment in the Union Plaza area

[3] "The City of El Paso is offering 17 City-owned properties in the historic Union Plaza area of downtown for redevelopment through adaptive reuse — repurposing existing structures while preserving their architectural character. Located between Santa Fe, Chihuahua, Paisano, and Overland Streets, these properties are available individually or as part of a Master Plan Development." https://www.elpasotexas.gov/union-plaza-redevelopment/, accessed July 2025.

Public Art Downtown

A Novel Romance, Ho Baron

Aguacero, Sebastian

Alameda Brio, 13 local artists

Aztec Pavilion, Poetic Kinetics

Bienvenido, Christopher Weed

Cavalry Man, Jose Ruiz de Rivera

Chroma Booster, Matthew Geller

Confluencia, Hank Saxe Cynthia Patterson

Dyer Brio — Desert Camouflage, Haddad-Drugan

El Paso Faro, Ray King Studio

El Paso History of Baseball, Gaspar Enriquez

El Paso Port-All, Jari WERC Alvarez

Ferrocarrilero, Art Garcia

La Plaza de Los Lagartos, Leticia Huerta

Los Lagartos, Luis Jimenez

Luminous Landscape, Tom Orr and Frances Bagley

MaStairPlan, Jari WERC Alvarez

Mesa Brio — Leaves of Wind, Catherine Widgery

Not Whole Fence, Ball-Nogues

Points of Lights, Creative Kids, Inc.

Reclaimed Crossing, Bruce Taylor

Reflections of the Desert, Creative Kids, Inc.

Rio Grande 1, Lars Stanley

The River Chronicle a History of El Paso del Norte, Robert Davidoff

Silver Lining, Barbara Grygutis

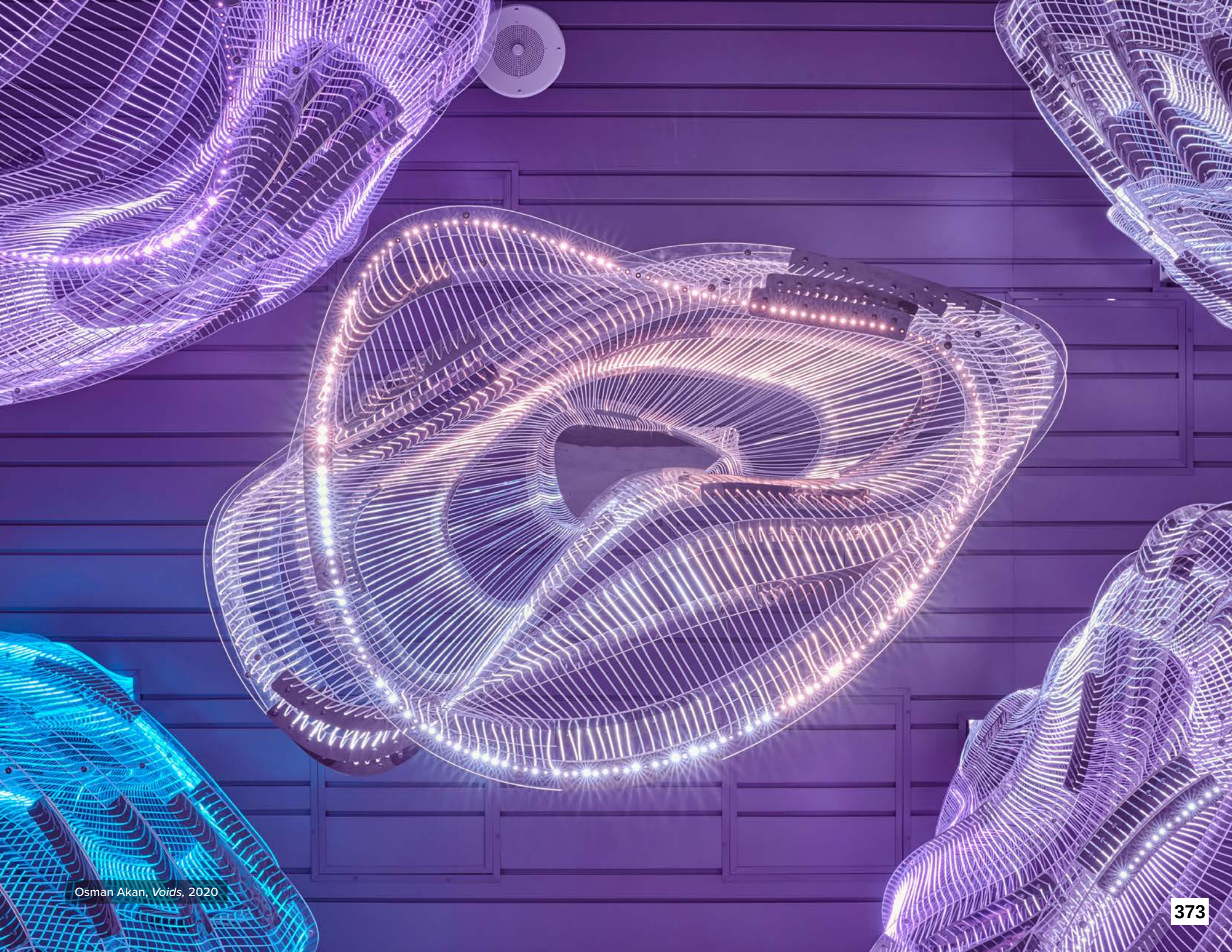
Sombras y Luz, Bill & Mary Buchen

Time Expanding, Charlotte Paul

Treacherous Crossing, Julio Sanchez

Weatherscape, FutureForms

Ray King, *El Paso Faro*, 2025



Osman Akan, *Voids*, 2020

Creating the Annual Public Art Plan

The vision, mission and goals outlined in this Master Plan Update express broadly shared ideas about why the City of El Paso supports public art and the impact that people in El Paso expect public art to have on their city. Following the guidance of this Master Plan Update and the City's Public Art Ordinance, El Paso's Public Art Program will use the process and criteria outlined below to prioritize and pursue projects that reflect these shared ideas.

Each year, the Program develops an Annual Public Art Plan that guides its work. The plan includes the budget, location, artist selection approach and general timeline for each public art project that will be worked on that year. The Annual Public Art Plan is approved by the Public Art Committee and MCAAB and forwarded to City Council for approval. Once the Annual Public Art Plan is approved, MCAD staff may proceed with the commissioning or acquisition of artwork for the projects in the plan.

MCAD staff will draft the Annual Public Art Plan through the following steps:

- Confer with the City's Capital Improvements Department (CID) to assess the schedule of CIP projects and determine which are at a point in their planning at which they could be considered as an opportunity for public art. These meetings between MCAD and CID staff should occur at least quarterly, as CIP project schedules and details can change throughout the course of a year.
- Evaluate each CIP opportunity with CID and the relevant City department to determine if El Paso's public art goals are best served by commissioning public art at that site, using the Project Identification Principles below, or by pooling the public art funds and transferring them to another site.
- For CIP projects that will include public art, confer with CID and the relevant City department to identify location(s) for artwork within the project, project timeline and public art budget.

- For CIP projects that will not include public art, or whose public art budgets would be greater than the amount needed to commission an artwork at that site, pool the funds for use elsewhere.
- Allocate pooled public art funds to projects according to the Priorities for Pooled Funding below and the Criteria for Prioritization provided for each Opportunity Area in this plan.

Project Identification Principles

The Program should use the following principles to identify public art projects that should be part of the Annual Public Art Plan.

Capital Improvement Projects

If a CIP project meets all the following criteria, public art should be commissioned in coordination with the design and construction of that project. If all the criteria are not met, strong consideration should be given to pooling the public art funds for use elsewhere.

- Incorporating public art into this CIP project would align with **the Program's mission, vision and goals.**
- Public art incorporated into this CIP project site would meet the **locational priorities** described below.
- Incorporating public art into this CIP project would advance the **equitable distribution of public art** throughout the city, as described below in this section This includes not only newly expanded areas of the city, but also areas of the city that lack public art.
- The project provides the artist with an **adequate opportunity to consider the relationship between the public art and the site** — the overall cultural context as well as how the artwork can reflect and be integrated into the architecture, landscape architecture, infrastructure and other site conditions.
- The public art budget is **adequate** to create an artwork of appropriate scale and significance for the site and would cover all project costs including artist fees, fabrication, installation, community outreach and other project components.
- The schedule for the underlying CIP project allows **adequate time for proper implementation** of the public art process — including defining the public art project, artist selection, community engagement, fabrication and installation.

Priorities for Pooled Funding

If it is determined that public art should not be created on site and that the public art funds related to the CIP project should be pooled, the following principles should be used to prioritize the allocation of pooled funds.

Funding should be re-allocated to:

- Other planned public art projects that have **budgets that are not adequate to cover all project costs** — including artist fees, fabrication, installation, community outreach and other project components.
- **Existing facilities where artworks can be installed without extensive infrastructure preparation.** This might mean interior or exterior two-dimensional artworks (murals, mosaics, reliefs) or three-dimensional artworks (small sculptures) that do not require extensive infrastructure preparation.
- Projects that best meet the **locational priorities** outlined below.
- Projects where **other resources can be leveraged,** particularly funding.

Also, funding should be **balanced** among projects that:

- provide opportunities for artists from the region and those that provide opportunities for artists from elsewhere.
- provide opportunities for artists with a variety of interests and levels of experience in public art practice.

Locational Priorities for CIP and Pooled Funding Projects

The Program should prioritize projects in the following locations:

- Places that advance the **equitable distribution of public art throughout the city,** as described below in this section. Places that are **highly visible and highly used** and where art will make a **positive visual or functional impact** in that space, such as community gathering spaces and business, retail, entertainment and campus areas.

  > These could include public spaces and facilities (such as parks, libraries, recreation centers, senior centers, transportation centers, trailheads) as well as major economic development areas (such as the Medical Center for the Americas, Cohen Entertainment District and the Union Plaza redevelopment area).

- Places where public art will make a **positive impact on neighborhood identity and character,** both visually and in regard to expressing a neighborhood's underlying cultural and historic identity.

  > These could include community gathering places, such as existing clusters of community facilities, and emerging urban areas around transit corridors.

- Places that are focal points for **pedestrian and community activity,** where people can actively engage with the artwork.

  > This could include the city's four transit-oriented development corridors.

- Places that have an important **cultural or social context,** such as a connection to the region's history, heritage and its unique bi-national culture.

  > These could include places with connections to history, culture and the arts, particularly places where it is possible to explore the bi-national culture with Ciudad Juarez.

Equitable Distribution of Public Art

Several of the criteria above call for the equitable distribution of public art. While this can be a difficult concept to define, there are several metrics that the Program can use, including several developed for the Envision El Paso comprehensive plan update:

- One metric is to compare the geographic distribution of public art to the distribution of population in El Paso. Essentially, the Program should ensure that public art is accessible to everyone in the communities where they live. This can be evaluated by overlaying a map of public art locations with a map of population distribution, based on Census data.
- One qualitative metric, developed for *Envision El Paso,* is to consider the populations that are most vulnerable, in terms of income, health, age and immigration status, and ensure that those populations have easy access to public art.
- Another qualitative metric, also developed for *Envision El Paso,* is to consider populations that have access to resources that are associated with strong community networks (parks, community facilities, cultural institutions, religious institutions and service providers) or that are evidence of social cohesion (voter participation). Communities scoring lower on this metric might benefit more from public art.

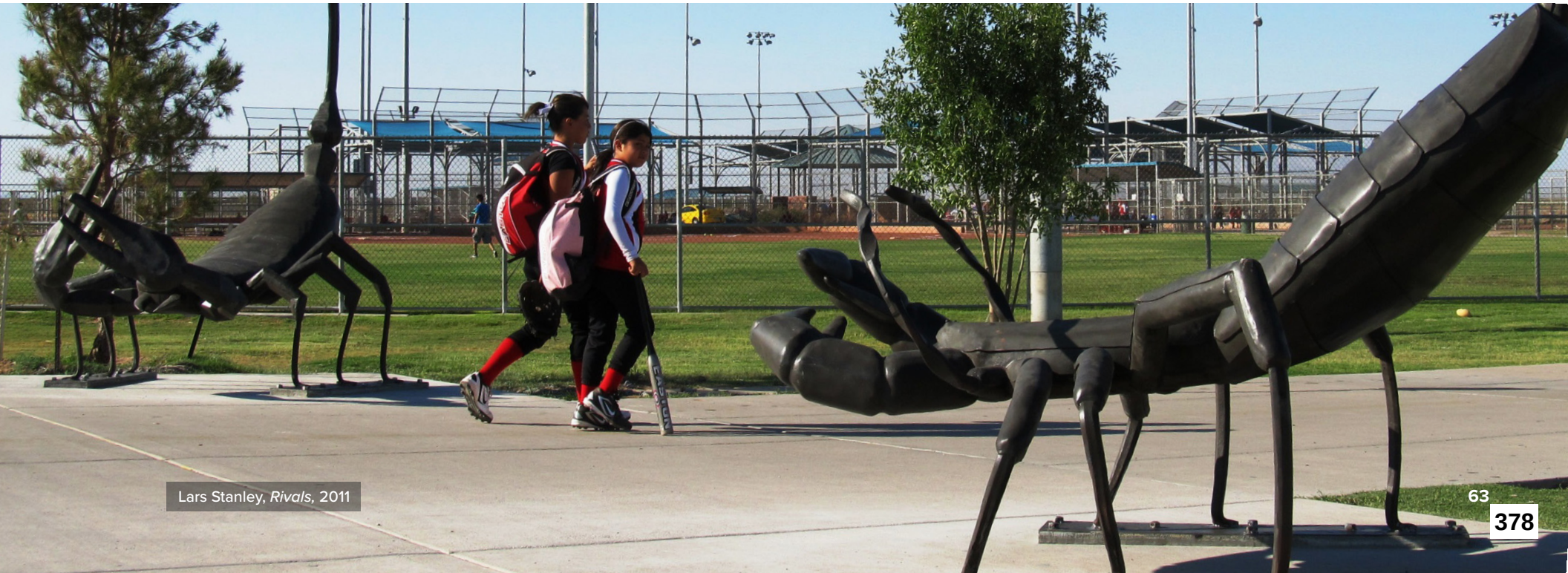
Technical Considerations for Evaluating Sites

When a location for a new artwork is being considered, the following technical considerations will be used to evaluate how the art can be best integrated into the site.

The siting of the artwork should consider:

- Visibility of and/or public accessibility to the artwork, both for the users of the site and the public at large.
- Visual relationship of a potential new artwork to architectural and natural features, landscape design and any existing artwork near the proposed site.
- Functional uses of the site, including predominant user activities, vehicular and pedestrian circulation, etc.
- The social context of the site, including user patterns and cultural and historical issues.
- Potential environmental impacts and concerns; potential conflicts with future plans for the area.
- Installation and maintenance issues.
- Public safety and liability issues.

For sites not tied to a CIP project, infrastructure costs and efforts such as construction procurement and management should also be taken into consideration.



Lars Stanley, *Rivals*, 2011

Richard Parra, *Poppies,* 2008

The Art Purchase Program

The Art Purchase Program is part of the City of El Paso's Public Art Program, designed to build a portable collection of artwork by El Paso artists that complements the City's site-specific public art. The collection is displayed in public buildings and City offices, bringing art into the daily experience of residents, employees and visitors, while strengthening the visibility and careers of local artists.

Description

Launched in 2013, the Art Purchase Program acquires two- and three-dimensional works from artists living and working within 100 miles of El Paso. To date, the collection includes more than 200 artworks. It is distinguished by its portability, allowing artworks to rotate among City facilities and provide evolving experiences for the public. Acquisitions are funded through Percent for Art. The program does not have an annual budget. In 2020, the collection was expanded with purchasing guidelines that emphasized supporting artists impacted by the coronavirus pandemic.

The Art Purchase Program should continue to grow. The pace of growth should be determined by the demand for new work in City offices and other appropriate facilities and to support goals related to building a diverse collection and investing in local artists.

Purpose and Goals

Today, the Art Purchase Program aims to:

- Tell the story of El Paso through art.
- Enhance public buildings for employees and visitors.
- Provide visibility and financial support for El Paso artists, including emerging creators.

- Build a meaningful collection reflecting the culture, history and identity of the region.
- Foster community pride and interdepartmental engagement, including opportunities for staff to participate in art placement.
- Connect the Public Art Program with artists who have not yet established a public art practice but could be candidates for future commissions and future Allied Artist cohorts.

Curatorial and Selection Processes

In the past, the Art Purchase Program has used different strategies for selecting and purchasing artwork. Moving forward, the Art Purchase Program should:

- Use guest curators, consultants, or juries to ensure high-quality acquisitions based on thoughtful consideration of the Collection's purpose and goals.
- Introduce thematic or topic-specific calls to artists — such as nature, community storytelling, or regional history — in addition to general calls to local artists.
- Increase the frequency of acquisition rounds to sustain engagement and public interest and keep the Collection dynamic.
- Further raise awareness and celebrate local artists through public-facing initiatives such as temporary exhibitions of new acquisitions or a "People's Choice" award for the public's favorite pieces in the Collection.
- Purchase all artwork at the time of selection, rather than waiting until a piece is requested by an office, to ensure all artworks selected are secured for the Collection.

Museum and Other External Loans

The Public Art Program can extend the reach of the Art Purchase Program Collection by loaning works to MCAD museums or other museums and cultural institutions for temporary exhibition. The works would remain in the Art Purchase Program Collection, but could be temporarily displayed at these locations, as part of other exhibitions or as a special exhibition. The loan should be documented as part of the work's record and a loan agreement should be executed.

Collection Management and Deaccession

Managing the growing Collection will require dedicated storage to ensure proper long-term care of the artworks. The Program should store artworks that are not on display in a climate-controlled storage facility, which could be shared with other MCAD divisions.

Deaccessioning of artworks in the Art Purchase Program Collection should follow the procedures, criteria and methods of disposition outlined in the Re-siting and Deaccessioning section of Appendix A: Public Art Program Guidelines included in this plan.

Expanding Visibility

To strengthen the impact of the Art Purchase Program, artworks should be photographed and presented in an engaging format that is accessible online. This online gallery would help increase the public's access to the Collection and would directly support the Public Art Program's mission of promoting the community's access to and enjoyment of visual art. An online gallery would also amplify the Art Purchase Program's ability to promote awareness of the local artists in the Collection, reinforcing strategies found elsewhere in this plan.

Jose Cano, *Conexion,* 2019

Sam Reveles, *Dark Star*, 2012

Cultivating Local Artists and the Arts Ecosystem

The Public Art Program is committed to elevating and sustaining local artists by prioritizing their inclusion in commissions, supporting professional development and creating pathways for long-term careers in the field.

El Paso's Public Art Program does not exist in isolation. It is an integral part of a larger arts ecosystem that includes other MCAD Museums and cultural institutions such as the El Paso Museum of Art, the El Paso Museum of History, the El Paso Museum of Archaeology and the Mexican American Cultural Center, as well as local nonprofits, institutions of higher education, other local museums and galleries, fabricators, installers and other private partners. Together, these entities hold complementary resources and initiatives that can expand opportunities for artists, providing skills development, mentorship and networks necessary for deeper and more meaningful participation in the public art process. By fostering collaborations across this ecosystem, the Public Art Program can broaden its reach, strengthen community engagement and enhance the capacity of local artists to thrive in public art at every stage of their careers.

Allied Artist Program

The Allied Artist Program is a cornerstone of the Public Art Program. For new public art commissions with a budget of $125,000 or more, the Program pairs the lead artist with a less experienced local artist, supported by an additional $10,000 stipend. To date, the program has successfully introduced numerous local artists to the public art process, with several going on to receive lead artist commissions themselves. Participants have described the experience as a vital source of inspiration, professional integration and skill-building.

Building on the successes of the Allied Artist Program, the Public Art Program should implement minor changes to the program to ensure that it is a rewarding and skill-building experience that benefits the artists, the project they are engaged with and the Program as a whole.

- Assign Allied Artists to public art projects as early as possible so they can be involved in concept development, research,

community engagement, design and fabrication from the outset of the project.

- Include the Allied Artist component of the project in the initial Call for Artists and request that lead artists outline their mentorship approach as part of their application.
- Replace the current rolling application deadline with an annual or biannual deadline from which a cohort of Allied Artists would be selected. This allows for targeted outreach for the Allied Artist application and a single review and acceptance cycle. It also provides the selected artists with a cohort of peers to connect with as part of their experience as an Allied Artist.
- Provide each cohort of Allied Artists with an onboarding/information session that outlines their role and clarifies expectations.
- Invite Allied Artists to shadow or participate on Art Selection Panels to gain a deeper understanding of the artist selection process.
- When available, provide access to workshops on the fundamentals of public art practice.

Public Art Practice Workshops

When possible, the Public Art Program should lead or partner to deliver workshops on the fundamentals of public art practice. These workshops could be targeted for Allied Artists, or could be open to the broader community of artists who wish to gain entry into public art. Topics could include:

- Introduction to the City's Public Art Collection.
- Practical considerations such as fabrication, budgeting and community engagement.
- Guidance on specific topics, such as murals, copyright, insurance and professional practices.

These workshops could be developed and delivered through collaborations with other MCAD divisions, faculty at The University of Texas at El Paso, independent contractors, or former Allied Artists. Partnerships with national nonprofits or consulting firms specializing in public art could provide additional expertise.

Facilitate Fabrication and Installation

The Public Art Program has successfully provided opportunities for local artists to grow in their practice by supporting the fabrication and installation of projects for artists who don't have experience in a particular media, or in doing public work in general, such as with the Alameda BRIO line and the Pavo Real Recreation Center. This approach has allowed artists to build skills and have their work become part of the Public Art Collection without the full burden of fabricating and installing the artwork. This level of support requires an additional commitment of time for the Program's staff, and therefore it should be considered only in limited circumstances, or supported by temporary consultants.

Smaller-Scale, Shorter Timeline Projects

From time to time the Public Art Program should develop public art opportunities that are smaller in scale and that have a shorter timeline which may be more accessible to artists with less experience in public art.

MCAD Cultural Funding Grants

MCAD's Cultural Funding Program currently supports local artists through the Artist Incubator Program (AIP), which provides grants for the creation of new work in all disciplines, and the Arts Activate Program (AAP), which provides project-based support for arts and cultural activities that reflect the region. Eligible projects must be completed and presented publicly within the yearlong funding cycle, encouraging artists to both create and share their work with the community.

MCAD grants have already been used to fund two small artworks at libraries. These projects not only provided a means for including art in libraries outside the CIP process, but also provided manageable stepping stones for artists who wanted to develop their skills in public art.

The Public Art Program should work with MCAD to establish a small-scale grant program specifically focused on public art, or to designate a portion of AIP or AAP funds as reserved for artist-initiated public art projects. The application process and review process could be tailored to include questions and requirements specific to public art.

In addition, MCAD staff could work with other City departments to develop a list of locations such as specific libraries, senior centers and community centers interested in working with an artist who receives this funding. By creating this list, MCAD could ensure that art projects would be located in facilities

where they would be welcomed, and artists would have a head start on identifying locations for their proposals. This list could be refreshed every year when the Cultural Funding Program guidelines are issued.

Public Art Resource Directory

The Public Art Program often fields questions from artists, property owners, developers, community organizations and even peer City departments about various aspects of implementing public art projects initiated outside of the City's Public Art Program.

In collaboration with the City's Department of Information Technology Services, the Program should develop an online directory of resources. This directory could include links to national resources as well as resources developed by MCAD to directly address needs identified by artists and the community.

MCAD Partnerships

The Public Art Program should explore opportunities to collaborate with MCAD colleagues to provide complementary programming and outreach, as well as on grants to fund these efforts. Co-sponsored public programs with MCAD partners can highlight the role of public art in El Paso's cultural history. Local conferences and initiatives — such as EPMA's 2025 mural symposium pairing El Paso artists with peers from Los Angeles — offer models for collaboration.

University Partnerships

In addition to potential collaborations to deliver workshops, partnerships with UTEP, Texas Tech's School of Architecture and El Paso Community College can ensure that public art content is embedded in relevant curricula and that students are aware of the City's Public Art Program.

Additionally, MCAD could consider implementing Student Internships with the Public Art Program, which could be modeled on similar existing internships in the City's museums in areas such as education, administration and collections documentation.

Through these strategies, the Public Art Program can expand its role from commissioning individual works to strengthening the entire creative ecosystem — developing artists, fostering partnerships and nurturing a vibrant and inclusive public art culture for the City of El Paso.

Laura Turon, *Unity*, 2022

Community meeting from EPIA landscape improvements project

Building and Connecting with Audiences

The City of El Paso Public Art Program and its Public Art Collection should be a well-known asset that fosters community pride and engages audiences local to El Paso, as well as visitors to the community. MCAD staff, working with internal and external partners, can help sustain and build awareness and interest in public art through effective marketing and communications, as well as programming and engagement activities. Overall, these efforts should:

- Raise the public profile of the Public Art Program, its ongoing projects and programs and the Public Art Collection.
- Elevate the profile of El Paso as an arts destination.
- Encourage people to visit and experience public art projects.
- Highlight the ideas behind the artwork, especially as it relates to the history, people, culture and ecology of El Paso.
- Celebrate and raise the profile of the artists who develop public art projects for the Public Art Program.
- Emphasize local artists who participate in the Public Art Program and local businesses and community partners that have been involved in helping to realize projects or programs.
- Inform people about the process used to select artists and how artists develop their projects.
- Encourage people to get involved with the Public Art Program and provide information on how to get involved.

Planning Ahead

Each year, alongside the Annual Public Art Plan, MCAD staff should outline specific goals and objectives for marketing, communications and audience development for the coming year; what efforts to undertake; and the resources and partnerships necessary to make those efforts successful.

Additionally, at the beginning of each new public art project, MCAD staff should assess, as part of the Individual Project Plan (see Appendix A. Section V. Guidelines for Planning for Public Art), who the stakeholders are for an individual project and what the unique communications and engagement opportunities are for the project. Tools for engagement are found in the following section.

Audiences for Public Art

When planning for marketing, communications and audience development, it is important to consider who the audience is and the specific outcomes desired for the engagement. Key audiences include:

Public At-Large

The Public Art Program should seek to ensure that all El Pasoans have access to public art resources.

City Leadership

In coordination with the City Strategic Communications Office, the Public Art Program should provide timely information about the accomplishments of the program and how they are performing relative to the vision, goals and strategies in the Public Art Master Plan and subsequent Annual Public Art Plans.

Individual Project Stakeholders

When beginning a new public art project, the Individual Project Plan should outline the stakeholders specific to that project. Depending on the project, that might include nearby residents, neighborhood groups or HOAs, facility user groups and employees, local businesses and business organizations, neighboring schools and community- or arts-based organizations. The Individual Project Plan should then lay out ways to ensure that these stakeholders are informed about the project and can engage with the project at key milestones.

Visitors and Tourists

The Public Art Program should support the development of materials that encourage visitors and tourists to learn about the public art resources of the city while they are in El Paso.

Students and Life-long Learners

The Public Art Program should support the development of educational and curricular materials that make the City's Public Art Collection a resource for students and learners of all ages.

Artists

The Public Art Program's success relies on being able to attract talented artists, both locally and nationally, to apply for projects, and El Paso has steadily become a desirable place for artists to create new work. The Public Art Program should continue to communicate directly with artists, especially local artists, to generate interest in working with the Program.

Tools for Connecting with Audiences

The following are some of the key strategies that MCAD staff can use to connect with the Program's audiences and promote public art.

Labels

An artwork label or plaque is one of the primary ways that people learn about an artwork that they encounter in public space. The label should include the artist's name, title and year completed, at a minimum and should indicate that the work is part of the City of El Paso's Public Art Collection.

The label also provides an opportunity for people to learn more about the ideas behind the artwork. By expanding the label to include a brief description of the artwork, audiences can gain a better appreciation of the artwork. Labels can also provide opportunities for further learning by including weblinks or QR codes that share additional information about the artwork and artist.

Photography

High quality photographs of completed public art projects are an important tool for promoting El Paso's Public Art Program. MCAD staff has worked successfully with artists and local photographers to ensure that there is an excellent inventory of photographs of works in the Collection and should continue to make that a priority.

Video

Some specific projects might benefit from videos about the process or the completed work. This should be determined in advance of launching the project, if possible, and involve the artist. Videos should be produced in coordination with, or approved by, the City's Strategic Communications Office. Videos should be accessible from the overall website or project websites and can be promoted on social media.

Print Materials

Print materials include postcards, brochures, posters, bookmarks and other physical materials that can be shared about individual works in the Collection. Physical materials can also provide information about works located within a specific geographic area such as a neighborhood or corridor. These materials can be used to educate about a specific piece or to encourage tourism and exploration of an area.

Distribution of print materials can take place at public-facing City facilities such as libraries, community centers, senior centers and museums. They could also be used at unveiling ceremonies and shared for distribution with local businesses, hotels, civic organizations and other community partners.

Digital

The Public Art Program webpage on MCAD's website, and especially the Public Art Dashboard, provide important resources about the Program and individual works in the Collection. The webpage can be utilized to provide additional information about how to participate in the Public Art Program,

such as information on joining Artist Selection Panels, any future FAQs or informational materials about the Public Art Program, how to get involved with public art in El Paso and events related to the Program such as community meetings and unveiling ceremonies.

In coordination with the City's IT department, MCAD staff should also consider adding a feedback mechanism, such as a short form or questionnaire, where people can share their thoughts or questions about public art.

Social Media

Social media is an important way to communicate with audiences. MCAD should utilize its social media channels to highlight individual public art projects in the Collection, events related to the commissioning process for individual projects and other public art events. This messaging can effectively be boosted by the City's social media channels as well as those of end user departments.

Tours

MCAD, working with partners such as Destination El Paso and/or other community or civic organizations, could lead periodic tours of the Public Art Collection.

Council District Meetings and Communications

The Council District Representatives hold regular meetings within their council districts and have regular newsletters to inform constituents about important matters in their districts. MCAD staff should provide an annual update at Council District meetings and/or through the newsletter to provide information on public art projects in the district, opportunities for artists and in-progress projects.

Press / Media

Through the City's Strategic Communications Office, MCAD should send out media releases to announce its annual plan and a "year in review", highlighting all of the projects completed from the previous calendar year. Releases can also be sent for community engagement events and project dedications, as deemed appropriate. Communications staff can also cultivate feature stories that focus on "story behind the story" storylines, across regional media.

Media releases and story cultivation can also focus on local, regional and national arts and cultural tourism industry publications. Stories in these publications can help secure national recognition for the Public Art Program and the artists they work with, especially local artists, and elevate El Paso as a cultural destination. MCAD staff should work with staff from the City's Strategic Communications Office to cultivate earned media.

Mural Registry

A citywide mural registry, including murals commissioned by the Public Art Program and murals developed by others, could celebrate and document existing works, ensure their preservation when properties change ownership and promote muralism as a key component of El Paso's identity.

El Paso has a long and celebrated history of murals, with a particularly rich concentration Downtown, but also spread throughout neighborhoods across the city. The murals in neighborhoods such as Segundo Barrio or Lincoln Park reflect an independent, grassroots tradition of cultural expression in El Paso. Created outside of City-sponsored programs, these works draw on community resources, collective drive and artistic innovation to bring forward stories that are deeply tied to the lived experiences of residents. They are rooted in the culture of the borderlands — expressing histories of migration, labor, activism and everyday life that give El Paso its distinctive identity.

These murals stand as authentic testaments to the resilience and creativity of local communities. Their independent nature is central to their meaning, and any effort to document or preserve them must recognize that they were not the product of capital projects or institutional initiatives, but rather of neighborhood energy, vision and cultural pride. Although many of these works were not created through the Public Art Program, incorporating them into a formal registry would demonstrate support for muralism in El Paso, strengthen artistic practices and more fully tell the story of the El Paso community and the borderland region.

To develop the mural registry, a process and criteria for submitting murals for inclusion will need to be developed and decisions will need to be made about issues such as where the registry will be housed, who will manage it and what information will need to be included about each mural. Stakeholders, including muralists and property owners, should be consulted in the development of the registry to determine how the registry can best serve their needs and how it can be designed so that they can easily contribute to it.

Working with Educators

The community engagement process that was conducted in developing this plan identified that educators in El Paso are using works in the Public Art Collection as teaching tools. With local Independent School Districts experiencing ongoing budget challenges, resulting in reductions in arts programming and field trips, it is increasingly important to provide tools for educators that can help them do more with waning resources, including using the art that students can encounter in their own neighborhoods.

El Paso's museums and cultural facilities are already working with educators to extend the reach of these institutions. The

Public Art Program should join the conversation with these museums and cultural facilities and reach out to educators specifically to find out what they need. Tools such as curriculum kits, teacher tours and training and other resources should be considered. These tools could be developed under the leadership of educational professionals, through partnerships with community organizations and/or educator training programs at local universities.

The Public Art Program should also consider partnering with the El Paso Public Library System to develop and/or distribute materials for educators, students and others interested in learning more about the works in the Collection, the artists represented and the ideas behind the work.

Resources

The MCAD Public Affairs Coordinator should take the lead on developing the planning and strategies for marketing, communications and audience development and can implement some of these strategies. This position has multiple responsibilities within MCAD, however, and would only be available to work on Public Art Program efforts part-time.

To supplement this, MCAD should consider working with a consultant to help implement specific strategies. There are also opportunities to leverage external partners who have access to specific audiences for mutual benefit related to communications and audience building.

The City's Strategic Communications Office and Department of Information Technology Services can also be excellent resources and can help MCAD boost the reach of their communications.

Tom Darrah, *Onion Pickers*, 2010

FUTUREFORMS, *Weatherscape*, 2023

Working with Developers

Cities throughout the country, including many cities in Texas, have developed strategies for working with developers to include public art in their projects. El Paso has several opportunities for pursuing policies that are appropriate to its unique circumstances.

Public Art in Private Development Policy

As a foundational step, El Paso should adopt a policy for public art in private development. This will provide the foundation for a variety of specific actions to encourage, incentivize or require public art in certain private development projects.

The policy should affirm the value of public art to the well-being of the community and how the provision of public art in private development carries forward specific guidance of the City's Strategic Plan and Comprehensive Plan and builds on the City's percent for art investments. The policy should state that to the extent possible, the City will encourage public art in private development.

Using *Envision El Paso*'s taxonomy of place types as a reference, the policy should outline the areas of the city in which public art in private development should be prioritized, such as Neighborhood Centers, Regional Corridors, Urban Centers, Downtown and Civic and Institutional Centers. In addition, public art should be prioritized in special economic development areas and in parks built as part of residential subdivisions.

The policy should broadly state what public oversight should be required for public art projects in private development, particularly those created to fulfill a requirement or in exchange for a public benefit.

This policy could be adopted independently by Council or incorporated into the ongoing Envision El Paso comprehensive plan update process. The policy would serve as a foundation for subsequent specific implementation actions by MCAD, the Planning Division and other City entities through future plans, economic development agreements, RFPs for sale of public land and similar processes.

Public Art in Economic Development Areas

El Paso should develop approaches to including public art in areas where the City is encouraging economic development. Examples include the Medical Center of the Americas, the Cohen Entertainment District, the Union Plaza area and the retail complex proposed for east of the airport.

In these and similar areas, the City should consider implementing one or more of the following methods to require or incentivize public art:

- Update relevant plans to indicate that public art is a policy objective in these areas. This would include both area plans and project plans for Tax Increment Reinvestment Zone (TIRZ) and Public Investment District (PID) areas.
- When the City is selling property through an RFP process, the City should require bidders to include a public art component in their proposals.
- When the City is using PID or TIRZ funding to support the development of public infrastructure, a percentage of those funds should be dedicated to public art for public infrastructure and/or public spaces in those areas. Another approach would be to identify specific public art investments in PID or TIRZ funding plans.
- When the City is negotiating economic development incentives through a 380 Agreement, consider the use of those agreements to incentivize public art.

Public Art Requirement / Fee

El Paso requires developers of new residential subdivisions to dedicate land for new parks and/or pay a park dedication fee. El Paso should explore a public art fee/requirement modeled after the park dedication requirement for developers. There are several considerations:

- Park dedication requirements are enabled under state law; such a requirement would likely need enabling legislation at the state level (there are no other cities in Texas that have a requirement specifically for public art).
- A public art requirement would need to be applied to specific development types where public art makes the most sense, in terms of both the urban character of the project and the scale of the project (which impacts the economic capacity of the project to absorb the cost of a public art requirement).

For example, a requirement could be applied to large infill mixed-use or residential projects, campus-style developments, or retail complexes. The application of this requirement would be driven by the overall policy mentioned above.

- A public art requirement could include options for providing artwork on site, or provide a fee in lieu of art (as the park dedication fee does now).
- A public art requirement would require an oversight process, described below.

Land Development Ordinance Amendments

The City of El Paso should update its Land Development Ordinance to encourage and incentivize public art. MCAD should work with the Planning Division and other relevant partners to consider the following updates:

- Bonus Provisions: Consider offering a density bonus or other types of zoning incentives for certain types of development projects (large-scale commercial, mixed-use) if public art is included in the project.
- Alternative Equivalent Requirements: Consider whether there are urban design requirements — such as the screening of parking garages, the creation of active street fronts or the creation of architectural focal points — that can be fulfilled through the provision of public art.
- Public Art Options: Consider whether areas of the code that call for amenities to be provided could include public art as a recommended option. This is typically linked to requirements for the provision of amenities in open spaces, plazas or streetscapes, or requirements that a planned unit development application must meet.

Developer Support

The City can create a climate in which developers are encouraged to voluntarily include public art because it supports their development. To accomplish this, MCAD should collaborate with the Planning Division to:

- Provide tools to support developers who wish to commission public art on their own, such as artist and consultant registries, process guides and sample contracts.
- Provide casemaking that public art can have economic benefits for developers' projects, compared to projects that do not include public art (higher rents or sales prices, faster sales or rent ups, better marketing).
- Provide casemaking that public art will result in developments being seen more favorably by the public and the City.

Managing Public Art in Private Development

When public art is provided in a private development project to fulfill a public requirement or in exchange for a public benefit, there should be a process of public oversight. This should include:

- Staff review of artist selections, concepts and the final project once it is installed
- Public Art Committee review of artist concepts
- Provision of documentation (for maintenance and conservation purposes) and inclusion in an inventory
- Agreement to basic maintenance protocols for the lifespan of the project

In addition, the project should be required to meet a variety of general and site-specific requirements that would be outlined in guidelines the City should develop after adoption of a public art in private development policy.

Leticia Huerta, *La Plaza de Los Lagartos,* 2013

Luis Jimenez, *Los Lagartos*, 1995

Community Engagement in the Commissioning Process

One of the primary goals of the Public Art Program is for public art to *connect with and reflect the distinct ecology, history, landscape and culture of the El Paso region and this binational community.*

Community engagement serves as a critical tool for informing MCAD staff and the project artist about the community, the community's goals for art and the site's overall context. Information learned through thoughtfully conducted engagement provides inspiration for artists and helps build an understanding of how art fits into specific places and communities, as well as the broader El Paso community.

Identifying Stakeholders

Developing a community engagement strategy is a component of the Individual Project Plan for all new public art commissions. This strategy begins with identifying internal and external stakeholders.

Internal stakeholders might include:

- The Council District Representative
- Staff of the facility where the artwork will be installed
- The CID Project Manager
- The City's design and construction team for the underlying capital project

These stakeholders can provide context about the overall capital project, including design concepts and inspiration. They can share information about site or facility users,

programs and future plans. They may also have access to previous community engagement conducted as part of a capital project or planning process.

Community stakeholders might include:

- Users of the site or facility
- Area residents
- Neighboring businesses
- Neighborhood associations
- Community leaders

Stakeholders can share information about the community's history, what people cherish or celebrate about their community, challenges they face and their aspirations. They can share stories about important people, places and events that make their community unique.

Some of these stakeholders might be represented by civic or community organizations such as homeowners associations or business associations. These types of organizations have established community networks and track records of working in individual neighborhoods and can help the Public Art Program reach and engage with broader audiences.

Tools for Engagement

MCAD staff and selected artists can use a variety of tools to engage with stakeholders:

Communications
Engagement work often focuses on ensuring that stakeholders are informed about the public art project at different stages of the development process. This can generally be accomplished through effective communication strategies, which are discussed in greater depth in the Tools for Connecting with Audiences section of this plan.

Interviews
Conversations with individual stakeholders can help provide context for the public art project and inform project goals. Interviews can be conducted by MCAD staff or, during the design development process, by the selected artist.

Group Discussions
Like interviews, group discussions with small groups of stakeholders can help provide context for the public art project and inform project goals. These can be conducted by MCAD staff or, during the design development process, by the selected artist.

Surveys
Surveys or questionnaires are effective ways to gather input from a broad range of people. These can be used to collect stories, gather input on project goals at the onset of a project, or obtain feedback on concept proposals.

Pop-up Engagements
Bringing a “pop-up” — such as a table with information, presentation boards, or activities — to community spaces such as community centers, senior centers, libraries and schools is an effective tool for engaging people where they are already gathering. Pop-ups can be a good alternative to surveys for collecting stories, gathering input on goals, or obtaining feedback on concept proposals.

Meet the Artist
Artist talks, meet-and-greets and other types of direct engagement with an artist provide opportunities to inform stakeholders about the artist’s practice, their approach to creating public art and the ideas behind the work they are creating in El Paso. When conducted before the artist has developed a design, these events can also serve as valuable listening opportunities for the artist to learn about the community.

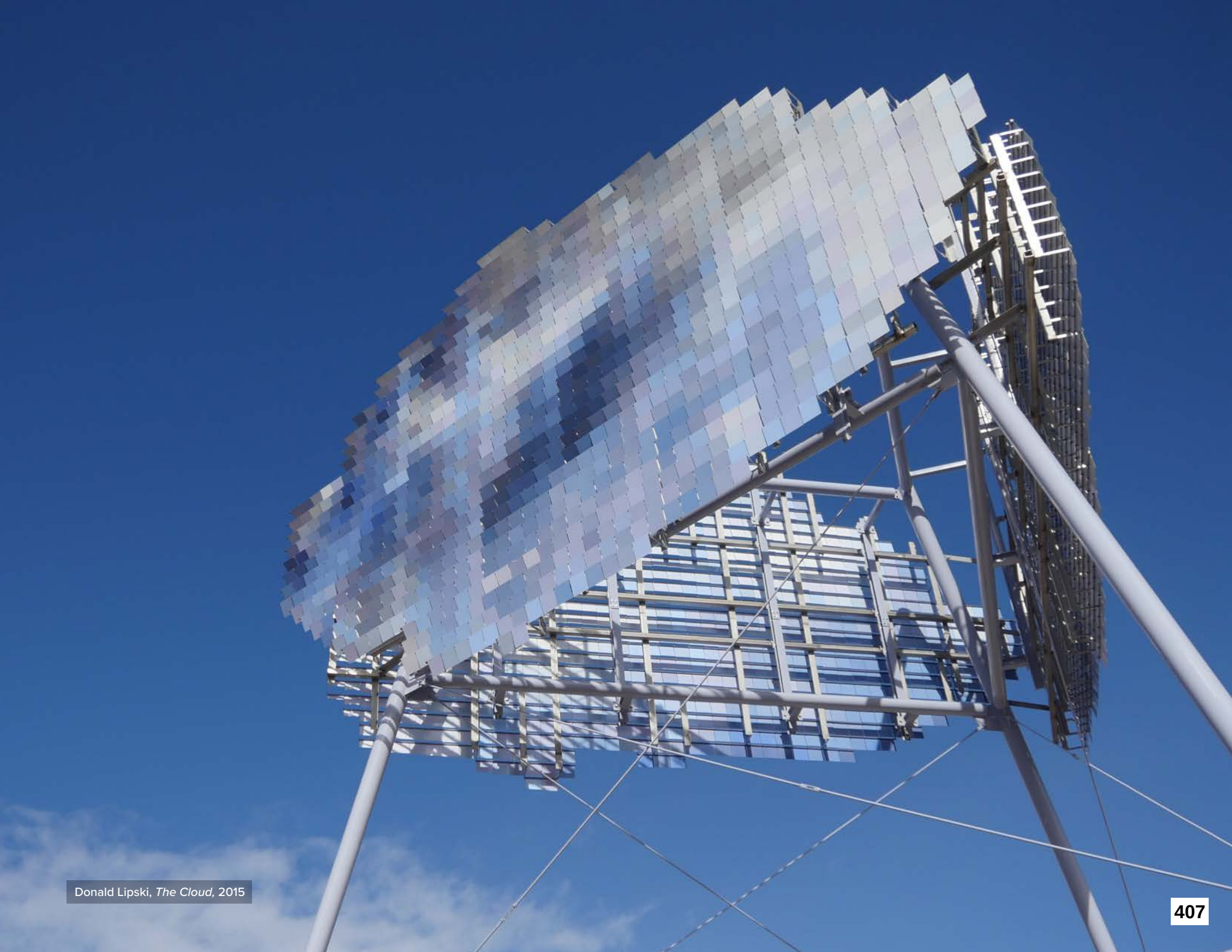
Engagement Opportunities

The information learned through community engagement feeds into the project development process at key milestones: the Individual Project Plan, Artist Selection and Concept Approval. The artist selection process is discussed in greater depth in Appendix A.

Individual Project Plan
Community engagement informs the goals and context for public art outlined in the Individual Project Plan.

Artist Selection
Artist Selection Panels include both internal and community stakeholders who bring different perspectives that inform the selection process. The Public Art Committee provides another level of community member review, keeping in mind project goals and the overarching vision for the Public Art Program.

Concept Proposal
Concept proposals are proposed designs for the public art project developed by the selected artist or, at times, multiple finalists. For the City of El Paso, the Artist Selection Panels review concept proposals and recommend a selection to the Public Art Committee. Prior to Selection Panel review, input can be gathered from other stakeholders, including a technical review by capital project stakeholders and general input from the community. This input helps inform the recommendation by the Selection Panel and PAC approval.



Donald Lipski, *The Cloud,* 2015

Implementation Resources

A majority of the funding for the Public Art Program, including staff support, comes through the City's Percent for Art Ordinance. Percent for Art will continue to be the primary mechanism for resourcing public art in El Paso; however, as the number of new capital projects that generate funds fluctuates, the City should look at ways to diversify its funding sources and ensure there are sufficient resources for other program needs, including care of the collection, outreach and engagement.

Funding

Percent for Art

The El Paso Public Art Program is funded through the City's Percent for Art Ordinance (Ord. No. 2.40.070) which dedicates two percent (2%) of the net proceeds of any revenue bond or certificates of obligation issued for construction projects to fund the Public Art Program. These funds are calculated as part of every revenue bond or certificate of obligation issue.

Public art funds generated through the Percent for Art Ordinance support all costs for the commissioning of public art and the acquisition of art for the Art Purchase Program. Funds can also be used for other important program needs including architectural and engineering design services, maintenance and restoration of artwork and storage and disposal costs for re-sited or deaccessioned artwork. Per the ordinance, up to fifteen percent (15%) Percent for Art funds can be spent on the Program's administrative costs.

The ordinance and guidelines provide the Program with flexibility in allocating these funds to public art projects. This is an important tool for the Public Art Program, enabling public art projects to be sited in locations where they will make the greatest impact and fulfill the vision and goals for the Public Art Program. The Public Art Program should use the criteria elsewhere in this plan to identify projects that have the widest possible public benefit.

The Public Art Program is actively working on projects related to several current bond programs, including the 2012 Quality of Life Bond, the 2019 Public Safety Bond and the 2022 Community Progress Bond. At this time there are not any future bond issuances in the pipeline.

Partnerships with City Departments

The Public Art Program has been a sought-out partner for El Paso City departments that are interested in commissioning art utilizing their own departmental funding, including projects with Sun Metro, Fly ELP and the Environmental Services Department.

The Public Art Program should continue to seek these types of partnerships and communicate a clear process for the role of each partner in the project. Where possible, MCAD should request that the partnering City department cover costs related to artist selection and project management.

Public Art in Private Development

There has already been a strong interest from the private development community in supporting public art. As discussed in the previous chapter, there is an opportunity to incentivize, encourage and support developers in both commissioning and funding new public art projects. The City should pursue these options to expand the types of places where people can go to enjoy public artworks.

Staffing

The Public Art Program is currently staffed by a Program Manager, a Project Associate and an Administrative Support Associate. They are supported by other MCAD staff, especially the Director and Assistant Director of MCAD in planning and budgeting and the MCAD Public Affairs Coordinator in audience development.

Public Art Program Staffing Responsibilities

The administration of the Public Art Program entails a range of skill sets, requiring staff to move fluidly between different specialties and tasks.

Planning and Budgeting

MCAD staff engage in planning activities related to public art, including developing the Annual Plan, coordinating with the planning efforts of other City departments and developing Individual Project Plans. Throughout these tasks MCAD staff is looking at the big picture, considering the long-term goals of the Public Art Program, its community impact and the needs of individual projects.

Curation

A key aspect of developing public art projects is helping to facilitate the selection of artists and artwork that will best meet the goals for the project and are of a high artistic quality. Researching artists, communicating their practice and process to Selection Panels and working closely with the artists during the design process requires familiarity with a wide range of artists, types of artistic practice and working methods.

Project Management
Realizing public art projects requires excellent project management, which includes tasks such as developing and carrying out Individual Project Plans, facilitating Artist Selection Panels, managing and tracking artist contracts and payments, monitoring fabrication and coordinating installation. MCAD staff must coordinate these tasks closely with artists, outside vendors and other City departments in order for projects to go smoothly.

Collection Management
As the Collection grows, time and resources spent on collection management increase, including documentation and overseeing the maintenance and conservation of the Collection.

Art Purchase Program Management
The Art Purchase Program Collection has its own collection management needs, including managing the de-installation and re-installation of works, as well as their safe storage and care. MCAD staff also manage new acquisitions to the Collection.

Audience Development
This encompasses the wide range of activities that MCAD staff does to build awareness of and interest in the Public Art Program and its Collection through marketing and communications, as well as programming and engagement activities.

Community Engagement
Engagement is a critical tool for informing MCAD staff and the artist selected for a public art commission about the community, the community's goals for art and the site's overall context. It also helps build community support for individual projects and the Public Art Program as a whole. These activities include utilizing a range of tools to elicit input from both internal and external stakeholders.

Local Artist Outreach
Artist outreach includes the work that MCAD staff does to connect local artists with the Public Art Program, including learning about local artists, promoting opportunities, managing the Allied Artist Program and developing partnerships to organize professional development opportunities specific to public art.

Staffing the Public Art Committee
This includes preparing and posting agendas, facilitating meetings, meeting follow-up and managing appointments and onboarding of new members to the committee.

Future Staffing Needs

The MCAD staff stewarding the Public Art Program includes skilled project managers who are adept at working with artists, architects, engineers and CID project managers to realize projects. In the future the needs of the program may shift to include additional artist outreach and professional development, community outreach, audience engagement and

collection management. These tasks will take additional time and may require skills and expertise not currently on the Public Art Program team. Collaborating within MCAD to fill these needs may be a possibility, as may be hiring consultants and contractors with specific expertise.

Staffing Level

The Program should maintain its current staffing level. To handle project and administrative workload, curation of new acquisitions as part of the Art Purchase Program, as well as aspects of caring for the Collection, the Program should hire consultants, contractors, or temporary employees. This will enable the Program to manage variations in project volume and bring in special expertise when needed.

Collaborate with Other MCAD Initiatives

The Public Art Program staff should continue to work with the MCAD Public Affairs Coordinator to support audience outreach. Partnerships with other MCAD staff can be explored to expand artist outreach, including artist professional development and development of the mural registry.

Collaboration with External Partners

MCAD, through its Cultural Programs and Museums, has a wide network of partnerships throughout the El Paso community, working with universities, nonprofits, Independent Schools Districts and other organizations. The Public Art Program can build upon these relationships and traditions of collaboration to work with partners who can lead or support efforts related to audience engagement and artist outreach.

Natalie Baca, *Prickly Pear,* 2013

Isadora Stowe, *Gifted Pathways*, 2017

Updates to the Public Art Guidelines

El Paso's Public Art Program is governed by Ordinance No. 2.40.070 and guidelines updated in the 2014 Public Art Master Plan. The Appendix to this Public Art Master Plan Update includes a proposed revision to the Public Art Guidelines. Following is a summary of the major revisions to the Guidelines.

Added

- Definitions for the Art Purchase Program Collection, Capital Improvement Department, Project and Public Art Focus Plan.
- Language from Section 2.40.070 of the City of El Paso Code of Ordinances describing the ability to pool public art funds.
- The description and responsibilities of Capital Improvement Department (CID) Staff.

Revised

- Updated Vision, Mission and Goals.
- Updated composition of Artist Selection Panels to make consistent with Ordinance 2.40.070 and make eligible capital project stakeholders.
- Eligible administrative costs for percent for art funds.
- Updates to the step-by-step description of the artist selection process and art acquisition process, making this process easier to explain to program and project stakeholders, with the addition of charts to visualize the process.
- Clarified the deaccession policy such that works that are not site-specific or site-integrated, including in the Purchase Program Collection can be re-sited by staff as needed without the approval of the PAC or MCAAB.
- Provided additional criteria for re-siting site specific works or deaccessioning works in the deaccession policy.

- Updates to the deaccession policy so that MCAAB approves deaccessioning.
- Removed the option in the deaccession policy of offering works for public sale and elaborated on methods of disposition, including additional options.

Expanded

- The responsibility of the PAC to annually nominate and approve a Chair and Co-chair of the Committee.

Patrick Gabaldon, *Prickly Pear 4*, 2020

Olalekan Jeyifous, *Desert in Bloom,* 2021

Appendix A: Public Art Program Guidelines

Mission, Vision and Goals	104
Definitions	105
Funding for the Public Art Program	108
Roles and Responsibilities	111
Guidelines for Planning for Public Art	116
Guidelines for Selecting Artists and Artwork	118
Guidelines for Accepting Gifts and Loans of Artwork	130
Maintenance, Conservation, Record Keeping and Ownership	133
Re-Siting and Deaccession	135
Conflict of Interest	138
Review and Amendment	139

I. Mission, Vision and Goals

Mission

El Paso's Public Art Program:

- Commissions, acquires and maintains a diverse collection of public art;
- Supports the inclusion of public art in private development and infrastructure built by others;
- Promotes the community's access to, appreciation of and enjoyment of visual art; and
- Supports the public art ecosystem in El Paso.

Vision

El Paso's Public Art Program gives voice to the city's creative spirit.

Goals

Highlight Local Identity
Connect with and reflect the distinct ecology, history, landscape and culture of the El Paso region and this binational community.

Increase Arts Access
Provide opportunities for El Pasoans and visitors to connect with art, artists and the creative process.

Nurture Artistic Development
Establish pathways for artists to develop new work.

Create Meaningful Places
Shape locations that anchor community life and provide opportunities for interaction and social engagement.

II. Definitions

Acquisition
The acquiring of works of art by purchase, exchange, or gift.[4]

Annual Public Art Plan
An annual prioritized list, to be recommended by the MCAAB and approved by the City Council, of public art projects, including budgets, location, artist selection process and recommended design approaches, developed by the PAC in consultation with City departments anticipating capital improvement projects.[5]

Art Purchase Program
An element of the Public Art Program that acquires two- and three-dimensional artworks through direct purchases for the purpose of being displayed throughout City Hall and other City office buildings and facilities. Works of art are acquired using the Public Art Fund and are part of the Art Purchase Program Collection.

Art Purchase Program Collection
The collection of smaller scale, non-site-specific artwork acquired through the Art Purchase Program by the Public Art Program for display in City facilities. This collection is part of the El Paso Public Art Collection.

Artist
An individual or collective generally recognized by critics and peers as a professional practitioner of the visual, performing or language arts, based on a body of work, educational background, experience, exhibition history, publication and/or creation of artwork. For commissioning purposes, an artist cannot be:

- A member of the prime consulting firm, or of any sub-consulting firm, for the relevant capital project's team.
- Undergraduate or graduate students doing the project as a class requirement.
- City employees or their immediate family members.
- A member of the Museums and Cultural Affairs Advisory Board, Public Art Committee or the relevant Artist Selection Panel.

Artist Selection Panel
A committee appointed for the purpose of reviewing artist qualifications and proposals and reviewing proposals for gifts or loans of art for public places.

[4] Section 2.40.070 of the City of El Paso Code of Ordinances

[5] Section 2.40.070 of the City of El Paso Code of Ordinances (as Public art plan)

Capital Improvements Program
All projects financed by general obligation bonds and revenue bonds and certificates of obligation, except for capital acquisitions and the Plaza Theatre Project.[6]

Capital Improvement Department
El Paso's Capital Improvement Department (CID) manages capital projects in the Capital Improvement Program.

Commission
The selection and contracting of an artist or artist team to the task of creating a work of art for a fee.[7]

Conservation
The regularly scheduled examination, documentation, treatment and preventative care of an artwork conducted by a professional art conservator.

Deaccession
The permanent removal of a work from the City's Public Art Collection by selling, donating or destroying it.

El Paso Public Art Collection
All works of public art approved by the MCABB and on the accession records/inventory of the City.

Gift of Art
A work of art donated free and clear to the City for inclusion in the El Paso Public Art Collection.

Individual Project Plan
A document, developed by MCAD staff in collaboration with relevant City departments and the input of stakeholders, that outlines the work that must be done to undertake a specific public art commission or acquisition and establishes the goals against which the project will be reviewed.

Loaned Art
A work of art given for exhibition over a period of time, to be returned to the owner at the end of the exhibition period.

Maintenance
The routine care and repair of works of public art that does not require specialized expertise (i.e.: dusting, washing, changing light bulbs, lubrication of moving parts, etc.).

Museums and Cultural Affairs Advisory Board (MCAAB)
The board established to advise City Council and the Museums and Cultural Affairs Department on matters related to the cultural funding program, public art programming and other departmental matters under provisions of Chapter 2.40 of the City of El Paso Municipal Code.[8]

Project
Any construction activity undertaken pursuant to the capital improvements program.[9]

[6] Section 2.40.070 of the City of El Paso Code of Ordinances

[7] ibid

[8] Ord. No. 2.40.070

Public Art Committee (PAC)
A subcommittee of the MCAAB appointed to oversee quality control of the Public Art Program and projects and to recommend the scope of projects, artworks and artists for the Public Art Program.[10]

Public Art Focus Plan
A strategy document that can help guide future public art projects and related programming for a specific large-scale facility such as the Convention Center or El Paso International Airport, or for a system of places such as parks and parks facilities. A Focus Plan can identify site integration strategies and priority locations for public art, outline implementation strategies and inform the use of public art resources.

Public Art Master Plan
A planning document developed by MCAD and approved by City Council that outlines a vision for public art in El Paso and strategies for achieving that vision over an approximate ten-year timeframe.

Public Art Program
The process for administration, selection, approval, funding, acquisition or commissioning of public works of art under section 2.40.70 “Art in Municipal Places” of the City of El Paso Municipal Code.[11]

Temporary Public Art
Works of art commissioned by or on loan to the City of El Paso for a public place for a limited period of time, generally less than five years.

Work of Art
Any public art project that is a work of visual art, including but not limited to, a drawing, painting, mural, fresco, sculpture, mosaic, photograph, work of calligraphy, work of graphic art (including etching), works in clay, textile, fiber, wood, metal, plastic, glass, stone, concrete and like materials, or mixed media (including a collage assemblage, or any combination of the foregoing art media).

For projects that involve no structure, a work of art may include a combination of landscaping and landscape design (including some natural and manufactured materials such as rocks, fountains, reflecting pools, sculpture, screen, benches and other types of streetscapes).

A work of art may include an artist participating in master planning, conceptual development, design development, construction drawings, or construction oversight for any municipal project.

Except as provided herein, the term “work of art” excludes the performing arts of dance, music, theatre, or the literary arts, unless expressed in or combined with a work of visual art or design.[12]

[9] Section 2.40.070 of the City of El Paso Code of Ordinances

[10] ibid

[11] ibid

[12] ibid

III. Funding for the Public Art Program

Sources of Funds

El Paso's public art ordinance dedicates two percent (2%) of the net proceeds of any revenue bond or certificates of obligation issued for construction projects to fund the Public Art Program. These funds are calculated as part of every revenue bond or certificate of obligation issue, according to Financial Services Department Policies and Procedures.

Donations from the private sector or grants from the private or public sector shall be encouraged as a means to broaden the existing program potential. These funds shall be maintained in a separate fund for the Public Art Program.

Funding Process

Funds will be dispersed in accordance with the Financial Services Department policies and procedures.

Uses of Funds

In order to ensure that works of art have sufficient public visibility and impact, funds generated from the various capital improvements program projects, if allowed by law, may be pooled or aggregated together and utilized for one or more large works of art as recommended by the MCAAB and PAC and upon approval by City Council.[13]

Bond proceeds generated for public art projects may be spent for the commissioning or acquisition of artwork, including:

1. Artist's design fee
2. Operating and overhead costs
3. Labor and materials
4. Proposals, drawings or maquettes
5. City-required permits related to construction or erection of artwork
6. Project-related travel
7. Transportation of artwork to the site
8. Installation

[13] Section 2.40.070 of the City of El Paso Code of Ordinances

9. Site preparation or modification when not included in base construction costs

10. Frames, mats, mounting, anchorage, pedestals, cases or other material necessary for the installation, display and/or security of the artwork (such as fire retardant or graffiti resistant treatment)

11. A portion of the budget for the artwork may be set aside for contingency at the beginning of a project and returned to the Public Art Fund if unused.

12. Administrative costs, at fifteen percent (15%) of project funds, to include:

    a. Public Art staff salaries and benefits

    b. Temporary staffing support

    c. Professional development

    d. Office overhead

    e. Expenses for competitions

    f. Community engagement

    g. Expenses of conducting a search for work of art

    h. Employing consultants for planning and research and project management

    i. Education and marketing

13. Architectural and engineering design services when not included in base construction costs.

14. Insurance costs.

15. Capital maintenance and restoration of artwork acquired through the Public Art Program.

16. Storage and disposal costs for re-sited or deaccessioned artwork acquired through the Public Art Program.

17. Special projects and other purposes directly related to a specific Two Percent for Public Art project and recommended by the PAC for MCAAB approval.

Exclusions

No public art funds may be spent on:

1. “Art objects” that are mass produced or of standard manufacture, such as playground equipment, fountains, or statuary elements, unless incorporated into an artwork by a project artist.

2. Decorative or functional elements that are designed by the project design professionals such as architects, landscape architects, engineers or their consultants.

3. Directional elements such as signs, maps or color coding, unless designed or executed by an artist and integral to a specific public art project.

4. Any design features or functional elements of a project that have been eliminated from that project for cost-saving reasons. If public art is integrated into a design feature or functional element, then public art funds can be spent only on the portion of the cost of providing an artist-designed feature or element that is greater than the base cost of providing that feature or element had public art not been incorporated.

5. Utility costs.

6. Any design elements that have not been created by an artist, as defined in this policy, and which have not been commissioned and approved through the process outlined in Section 6 of this policy.

Andrew Dufford / Chevo Studios, *Persistencia,* 2019

IV. Roles and Responsibilities

Public Art Committee

Description

The PAC is a standing committee of the MCAAB that advises on the implementation of the Public Art Program. The PAC approves the selection, placement and relocation of artwork acquired through the Public Art Program and recommends deaccession of artworks in the Collection and revisions to the Public Art Guidelines to MCAAB.

Appointment

The PAC shall consist of nine (9) members appointed as follows: the chair of the MCAAB shall appoint one (1) member to the PAC from the MCAAB. The additional eight (8) members will be appointed by the Chair of the MCAAB from a list of qualified citizen candidates provided by the Museums and Cultural Affairs Department staff and approved by the MCAAB. Members are appointed to a two-year term and can be reappointed for one consecutive two-year term with each member serving no more than six years in total. Terms for the MCAAB members serving on the PAC will correspond to their MCAAB terms.

The PAC will annually nominate and approve a Chair and Co-chair of the Committee.

Composition

All PAC members must be qualified/credentialed professionals and represent the following: Four (4) members of the PAC shall be representatives of the visual arts, such as visual artists (by means of a currently demonstrable record of exhibitions, works sold/collected and/or commissioned), curators, art historians or critics, arts advocates/collectors or arts administrators and the other four (4) members of the PAC shall be representatives of the architecture, landscape architecture, urban planning or engineering, construction or development industries. The categories of membership listed above are not exclusive and more than one category may be represented by one member.

Responsibilities

- Annually appoint a Chair and Co-chair of the PAC at the February meeting.
- Recommend revisions to public art policies and procedures.
- Review and recommend Public Art Master Plan to MCAAB.
- Review and recommend Annual Public Art Plan to MCAAB.
- Review Individual Project Plans for implementation by MCAD staff.

- Make recommendations to MCAD staff for the appointment of Artist Selection Panels who will recommend artists and artworks.
- Serve on and chair Artist Selection Panels when appointed and make reports back to the PAC.
- Review and endorse recommendations of Artist Selection Panels for implementation by the MCAD staff.
- Review proposals received by the City for gifts or loans of Works of Art for public places, recommending to the City for acceptance or rejection of the artwork gifts or loans, except works of art acquired for the permanent collections of or exhibitions within the El Paso Public Library, the El Paso Museum of Art, El Paso Museum of Archaeology, the El Paso Museum of History and the Mexican American Cultural Center.
- Make recommendations to MCAD staff for programs to educate the community on the Public Art Program and recommendation to the City of programs and activities to further the development and public awareness of art in public places.
- Review and make recommendations to MCAAB regarding the deaccession or relocation of artwork from the El Paso Public Art Collection.
- Serve as public art ambassadors in the community.

Museums and Cultural Affairs Department (MCAD) Staff

Description

The Director of the Museums and Cultural Affairs Department allocates Department resources to ensure appropriate staffing and administrative support of the program, including the appointment of a Public Art Manager that oversees all activities related to the program.

Responsibilities

- Manage the Public Art Program and facilitate communication among the Museums and the MCAAB, PAC, Artist Selection Panels (ASP), other City departments, artists and other stakeholders as related to the development and implementation of public art projects.
- Develop the Annual Public Art Plan in consultation with City departments for review by the PAC and MCAAB and approval by Council.
- Identify public art project opportunities and develop Individual Project Plans for review and approval by the PAC.
- Initiate and coordinate each artist selection process so that its process is compatible with any related project timelines, including but not limited to: administering the artist recruitment and selection process, selecting Artist Selection Panel members for each project, facilitating Artist Selection Panel meetings, facilitating community engagement, presenting selections to the PAC for approval and providing report supporting finalist selection for PAC to present to MCAAB.

- Manage the implementation of public art projects, including but not limited to: preparing contracts, facilitating technical review, inspecting artwork prior to installation and coordinating installation.
- Provide recommendations for potential PAC members to MCAAB chair.
- Oversee the El Paso Public Art Collection, including ensuring work is properly maintained, overseeing periodic conservation assessments and maintaining an inventory of the Collection.
- Facilitate review of gifts and loans of artwork.
- Oversee the documentation, registration, care and installation of all gifts or loans of Works of Art accepted by PAC.
- Facilitate review of deaccession and relocation of public artwork and manage deaccession or relocation if approved.
- Direct the public relations and general education of the Public Art Program.
- Develop and oversee programs to develop the capacity of local artists to successfully complete public art projects.

Capital Improvement Department (CID) Staff

Description

The Capital Improvement Department manages capital projects in the Capital Improvements Program. Many public art projects are commissioned in conjunction with capital projects managed by CID staff. For these projects, MCAD staff interfaces with CID staff to ensure the seamless integration of public art into its related capital project.

Responsibilities

- During the development of the Annual Public Art Plan, meet with the Director of MCAD to review opportunities for public art in upcoming capital projects to be incorporated into the plan, including budget and schedule.
- Ensure that CID supervisors are aware of upcoming capital projects that will incorporate public art and that any project consultants managed by CID are appropriately scoped and resourced to coordinate with the Public Art Program.
- At the Individual Project Plan phase for developing a public art project in conjunction with a capital project, provide a CID project manager to meet with MCAD staff to review the capital project, potential public art siting opportunities, related community and design goals, artist scope, budget and schedule.
- For specific public art projects that are part of a CID-managed capital project, designate a CID project manager and, when applicable, a design consultant from the capital project to serve on the Artist Selection Panel.

- Provide background materials on capital project to MCAD staff to share with artist finalists and selected artists and provide technical review of artist concept proposals.

- For public art projects installing in capital projects managed by CID, CID construction managers work with MCAD staff to coordinate site work and installation.

Artist Selection Panels (ASP)

Description

A group of individuals, including artists, art and design professionals and non-artist citizen representatives that is created to select artists who will be commissioned to create a Work of Art or to provide services. The PAC recommends the composition of each ASP and individual members are appointed by MCAD staff.

Composition

In general, the ASP shall be composed of three (3) to seven (7) persons who are professionals in the visual arts and design fields and members of the community and must include one member of the PAC All Panels will include at least one representative from the community where the artwork(s) will be sited. When applicable, each ASP will also include capital project stakeholders including, but not limited to, the project architect or landscape architect, the project manager and a representative from the department where the public art project is to be sited.

Qualifications and Eligibility

The MCAD staff will establish and maintain a file of potential ASP members containing information on the experience and expertise qualifying individuals to serve as Panel members.

- In general, it is the intent that an ASP be appointed for each artist selection process; however, in situations of extenuating circumstances, such as extreme time limitations, the PAC may serve as the ASP.

- At the discretion of MCAD staff, an ASP may be asked to serve on more than one artist(s) selection process or project.

- The City is committed to participation by artists from diverse backgrounds. Therefore, MCAD staff will ensure that ASPs reflect the ethnic diversity of the population of the City.

Responsibilities

- Review material provided by MCAD staff about the long-term goals and strategies for public art at the facility where the art will be located.

- For commissions, reviews artist qualifications and selects finalists.

- For commissions, reviews concept proposal(s) and/or interviews finalists and recommends final selection to the PAC.

- For acquisitions, reviews candidate artworks and makes a recommendation to the PAC.

- Provide to the PAC a report on the reasons for its selection(s), addressing the stated objectives, parameters and criteria outlined in the Individual Project Plan.

- Serve as public art ambassadors to the community.

City Council

Description

The El Paso City Council consists of eight members, elected for four-year terms. Council members are elected by Council district and may not be elected more than twice or serve for more than 10 years in their respective offices.

Responsibilities

- Approve Annual Public Art Plan and any projects over $50,000 that are added to the Plan in the course of the year.

- Approve individual artist contracts over $50,000 if not in the Annual Public Art Plan.

- Approve the Public Art Master Plan.

- Approve policies related to public art.

Museums and Cultural Affairs Advisory Board (MCAAB)

Description

The MCAAB is a nine-member board that advises the Museum and Cultural Affairs Department on matters pertaining to, but not limited to, the cultural funding program, public art programming and other departmental matters as determined by the Director of MCAD. The MCAAB is composed of one member nominated by each district representative and the mayor.

Responsibilities

- The Chair of the MCAAB appoints one member to the PAC from the MCAAB.

- The additional eight members of the PAC will be appointed by the Chair of MCAAB from a list of qualified citizen candidates provided by the MCAD staff and approved by the MCAAB.

- Review and recommend the Annual Public Art Plan to Council.

- Review and provide recommendations for the establishment of policies and guidelines related to the Public Art Program.

- Approve deaccession of Works of Art from the El Paso Public Art Collection.

V. Guidelines for Planning for Public Art

Public Art Master Plan

The MCAD staff will develop a Public Art Master Plan that establishes a long-term vision, mission and goals for the program, identifies key linkages to upcoming capital projects and establishes priorities for selecting future projects. The Public Art Master Plan will be approved by the Public Art Committee and MCAAB and forwarded to City Council for its approval.

Annual Public Art Plan

Each year, the MCAD staff will develop an Annual Public Art Plan that outlines public art activities and the use of the Public Art Fund for the coming year. The Annual Public Art Plan lists new and ongoing public art projects, which should be selected on the basis of the criteria set out in the Public Art Master Plan. The Annual Public Art Plan should outline the location, selection process, requested allocation, artist (if selected), anticipated completion date and a brief project description. The Annual Public Art Plan will be approved by the Public Art Committee and MCAAB and forwarded to City Council for its approval. Once a public art project is in an approved Annual Public Art Plan, MCAD staff may proceed with the commissioning or acquisition of artwork.

Individual Project Plans

MCAD staff will develop an Individual Project Plan that guides each public art project. The Individual Project Plan should outline each aspect of the project, including:

1. A description of the project's location and other information regarding the proposed siting;
2. The project goals as informed by engagement and research and how the project relates to the overall vision for public art in El Paso, to the Public Art Master Plan and the Annual Work Plan;
3. Evaluation criteria against which the artist selection and concept design can be evaluated;
4. The budget and funding sources;
5. The project schedule;
6. Project stakeholders;
7. The artist's scope of work;
8. The artist selection method;
9. Recommended Selection Committee members with alternates and
10. A community outreach strategy.

The Individual Project Plan should be informed by the Public Art Master Plan and other planning documents related to the site.

The Individual Project Plan is developed by the MCAD staff in collaboration with relevant City departments and the input of community stakeholders. The Public Art Committee reviews the Individual Project Plan prior to the commencement of a project.

Aaron Stephan, *Luminous Bound,* 2021

VI. Guidelines for Selecting Artwork and Artists

Commissioning Process

In most cases, the City of El Paso will commission an artist to create a unique, new work of art that is informed by the context of the site. The selected artist is given a project brief that usually includes a site (or ideas around siting), a set of goals, a budget and a timeline. The artist develops a concept design that is responsive to the brief. Once approved, the artist is responsible for the final design of the artwork and in most cases is responsible for the fabrication and installation of the artwork.

Each artist selection process should be uniquely designed to match the conditions of the project. However, the process should follow the basic steps outlined below.

Step 1: Develop the Individual Project Plan and Convene the Artist Selection Panel

The first step for a public art project is to define the general parameters of the project in an Individual Project Plan, as described in the section “Guidelines for Planning for Public Art: Individual Project Plan.” At the same time, or later, an Artist Selection Panel is created.

Step 2: Develop the Artist Pool

El Paso's Public Art Program can choose from a variety of methods for developing the pool of artists for consideration by the Artist Selection Panel. MCAD staff will identify the method that best meets the needs of the project in the Individual Project Plan.

Open Competition

In an open competition a Request for Qualifications (RFQ) is issued for a specific project and artists are asked to submit evidence of their past work. Any artist may submit credentials, subject to any limitations established in the RFQ.

Invitational Competition

In an Invitational Competition, a RFQ is issued to a limited number of artists. Artists are invited, based on their past work and demonstrated ability to successfully respond to the conditions posed by the particular project or based on other non-aesthetic Public Art Program goals. Artists can be identified through MCAD staff research, consulting with the Artist Selection Panel, consulting a pre-qualified artist list, or working with a contracted curator or consultant to identify candidates.

Direct Selection

At times MCAD staff may elect to recommend a direct selection in which it contracts with a specific artist for a particular project without looking at a broader pool of candidates. Such an election may occur for any reason but will generally occur when circumstances surrounding the project make either an Open or Invitational Competition unfeasible (for example: project timeline, community or social considerations, client demand, etc.).

Pre-Qualified Artists List

A pre-qualified artist list can be created as a tool for developing a pool of artists for consideration for multiple public art opportunities. A pre-qualified artist list is developed based on a comprehensive review of qualifications from artists who respond to an open RFQ. A list can be focused on a specific set of opportunities or could be used broadly for a range of commissions. If the list is meant to be used for several years, it should be updated annually or bi-annually.

Pros and Cons of Methods for Developing the Artist Pool

Open Competition

PROS	CONS
Can be broadly accessible and can allow for a broad range of applicants and artistic approaches.	Can consume a large amount of time for MCAD staff and Artist Selection Panel members.
Can provide opportunities for new, otherwise unknown and emerging artists to apply.	May take several months from initiation to artist selection.
	Artists who have strong potential, but fewer portfolio examples, can get overlooked, especially when there are many applicants.
	Artists who have strong practices may not be aware of Open Competitions, or they may not consider themselves eligible.
	Some established artists will not respond to Open Competitions, preferring Invitationals or being directly selected for projects.

Invitational Competition

PROS	CONS
Useful when looking for artists with specific expertise, focus or method in which they work.	Can overlook artists that are interested and good candidates for specific projects.
Can reach artists that would not normally apply for a public art project or are not following public art competition opportunities.	
Can encourage artists to apply because they know they are competing against a smaller pool of artists.	

Direct Selection

PROS	CONS
Useful when project requirements are narrow.	Does not allow for the comparison of different artistic styles or approaches.
Enables recruitment of artists that would not normally apply for a public art project.	Can overlook good candidates.
Can be accomplished in an accelerated timeframe.	

Pre-Qualified Artist List

PROS	CONS
Allows artist selection to proceed more quickly, which is useful if there is a need to bring an artist on board quickly.	Requires upfront work and ongoing management.
Can save on MCAD staff and Artist Selection Panel time.	Can become dated quickly, and if not updated regularly, can exclude emerging public artists.
Requires applicants apply only one time to be eligible for multiple projects.	Can be difficult to anticipate what skill sets you will need in the Artist List without knowing the details and goals for every specific project that will be using the List.

Step 3: Select Finalists

The Artist Selection Panel reviews artist qualifications based on criteria outlined in the approved Individual Project Plan and selects finalists (generally 2 – 5).

Step 4: Select the Final Artist and Concept

At the finalist stage, there are two options for selecting the artist. The ASP can ask finalists to each develop a concept proposal and base the selection on qualifications and the proposal. Or the ASP can interview finalists and select an artist based on qualifications and in interview.

Option A: Interview-Based Selection
In an interview-based selection, rather than develop a concept proposal, finalists are invited to interview with the Artist Selection Panel. Questions focus on the artist's approach to developing a concept and executing the artwork and other skills that are considered desirable for that project, such as conducting research and community engagement or working collaboratively with a design team.

The Artist Selection Panel recommends an artist based on their qualifications and interview to the PAC. Once approved by the PAC, the selected artist is then put under contract to develop a concept proposal.

The selected artist presents their concept proposal to the ASP. The ASP recommends approval of the concept proposal to the PAC.

Option B: Concept Proposal-Based Selection
In a concept proposal-based selection, finalists are paid a stipend to develop a concept proposal. MCAD staff develops a Request for Proposals that outlines proposal requirements, which may include renderings, concept description, description of materials and fabrication, initial budget and timeline.

The finalists present concept proposals to the Artist Selection Panel. The Artist Selection Panel recommends selection of an artist to the Public Art Committee based upon the favored concept proposal.

Technical Review
Prior to the finalists or selected artist presenting their concept proposal to the ASP, their draft proposal(s) should be reviewed by MCAD staff to flag potential technical concerns. The finalists or selected artist should be given time to address any concerns raised in the technical review.

Approval by the Public Art Committee
The PAC will review the recommendation of the ASP according to the review criteria and will accept, accept with conditions, or not accept the recommendation. In case the recommendation is not accepted, the PAC will work with the ASP to resolve issues concerning the recommendation.

Pros and Cons of Concept Proposal vs. Interview Based Selection

Concept Proposal Based Selection

PROS	CONS
Allows for the Selection Panel to see different approaches to a project's site, context and goals.	Some well-established artists will not submit for projects where there is a competitive concept proposal selection process.
Can allow the Selection Panel to take a risk on one or more finalists that may not have as much experience or a relevant body of work.	Does not provide finalists with the ability to do in-depth engagement and research in the development of their concept proposal.
	Does not allow for the finalists to receive guidance and feedback from MCAD staff and the design team during design development.
	A portion of the budget goes to proposal fees, which can make an impact if the overall project budget is limited.
	Process can be lengthier.

Interview Based Selection

PROS	CONS
Provides the Selection Panel with the opportunity to learn about how the artist will approach the project, work with the design team, engage the community and get their inspiration.	Favors artists that have a stronger portfolio of past projects.
Once selected, allows the artist to spend time developing an understanding of the site and community before developing a concept.	
Provides an opportunity for the artist to collaborate with the design team to integrate their artwork into the site or develop functional amenities.	
Allows MCAD staff to provide guidance and feedback during the design development process.	
Can be quicker to get to a final concept.	

Step 5: Artist Contract

Upon the recommendation of an artist by the PAC, the MCAD staff will prepare a contract that includes the scope of work, fee, schedule and relevant terms and conditions. The scope of work will vary depending on the project, but will generally include final design and engineering, fabrication of the artwork and installation of the artwork.

Step 6: Final Design and Engineering

Once the concept design is approved, the artist will develop final design and engineering drawings for review and approval by the City before proceeding with fabrication. MCAD staff will coordinate meetings with the appropriate City departments to provide a technical review of the drawings.

If the artist proposes any significant design changes from the original concept design, the MCAD will secure the approval of the Public Art Committee before approving changes, per the terms and conditions of the artist's contract. If the City requests any modifications due to changes in the project, MCAD staff will review the proposed changes with the artist. In either case, a formal change order should be submitted.

Step 7: Fabrication and Installation of Artwork

Once the final design and engineering drawings have been approved by the City, the artist will proceed with the fabrication of the artwork. The fabrication may be done by the artist, or part or all may be done by subcontractors supervised by the artist. MCAD staff may request a studio visit, photographs or written updates from the artist. In some cases MCAD may elect to contract directly with a fabricator to fabricate the work, per contract with the artists.

In most cases, the artist will be responsible for the installation of the artwork. The MCAD coordinates installation with the artist and the appropriate City department(s) and their contractors. In some cases MCAD may elect to contract directly with a contractor to install the work, per contract with the artists.

Step 8: Communications, Submittal of Documentation and Closeout

A communications strategy is planned and implemented by MCAD staff and the relevant City department. The artist is required to submit all required paperwork, including all drawings and a maintenance and conservation protocol, prior to project closeout and final payment. MCAD staff enters the work into the collection database.

Competitive Proposal Option

1. Develop the Individual Project Plan and Convene the Artist Selection Panel	2. Develop the Artist Pool	3. Select Finalists	4. Select the Final Artist and Concept	5. Artist Contract	6. Final Design and Engineering	7. Fabrication and Installation of Artwork
MCAD staff develops the Individual Project Plan	MCAD staff develops and distributes the Call for Artists based on the approved Individual Project Plan	Artist Selection Panel reviews artist qualifications and selects finalists	Finalists develop Concept Proposals	MCAD staff develops contract and facilitates review, approval, and issuance of a Purchase Order	Artist develops final design and construction documents	Artist fabricates art
PAC approves Project Plan		MCAD staff notifies finalists and non-finalists	MCAD staff facilitates technical review of Concept Proposals		MCAD staff reviews at benchmarks and manages review by others, as needed	Artist installs art
			Selection Panel reviews Concept Proposals and recommend selection			MCAD staff reviews and approves final installed art
			PAC reviews and recommends selection of artists and Concept Proposal			

Interview Option

1. Develop the Individual Project Plan and Convene the Artist Selection Panel	2. Develop the Artist Pool	3. Select Finalists	4. Select the Final Artist and Concept	5. Artist Contract	6. Final Design and Engineering	7. Fabrication and Installation of Artwork
MCAD staff develops the Individual Project Plan	MCAD staff develops and distributes the Call for Artists based on the approved Individual Project Plan	Artist Selection Panel reviews artist qualifications and selects finalists	Finalists participate in interview	MCAD staff develops contract and facilitates review, approval, and issuance of a Purchase Order	Artist develops final design and construction documents	Artist fabricates art
PAC approves Project Plan		MCAD staff notifies finalists and non-finalists	Artist Selection Panel recommends artist based on interview		MCAD staff reviews at benchmarks and manages review by others, as needed	Artist installs art
			PAC reviews and approves selection			MCAD staff reviews and approves final installed art
			Selected artist develops Concept Proposal			
			MCAD staff facilitates technical review of Concept Proposal			
			Artist Selection Panel reviews and recommends Concept Proposal			
			PAC reviews and recommends Concept Proposal			

Acquisition Process

In certain cases, the City and Public Art Committee may determine that it is in the best interest of the City to acquire an artwork directly from an artist or from a gallery.

Step 1: Individual Project Plan

The first step for any public art project is to define the general parameters of the project in an Individual Project Plan, as described in the section “Planning Processes for Public Art: Individual Project Plan.” The reasons for purchasing a work instead of commissioning are to be outlined in the Plan. It should also include details regarding whether the City or the seller is responsible for details such as site preparation, shipping and installation

Step 2: Artwork Selection

In most cases, an art acquisition will be the result of a competitive process. The City will invite artists and/or galleries to submit images and information about existing available artwork. The information should include the artist’s basic qualifications (résumé or bio, portfolio), an image of the artwork, dimensions, materials, date fabricated, condition, provenance and asking price. The designated Artist Selection Panel will review the submissions of existing work based on the goals and criteria outlined in the Individual Project Plan. MCAD may choose to obtain an independent, qualified appraisal of the fair market value of the selected artwork and a professional art conservator’s report on the condition of the artwork.

Step 3: Agreement of Sale

The City will enter into an agreement of sale with the seller. The transaction will include a transfer of title from the seller to the City and an indemnification regarding past and future claims related to the provenance of the artwork.

Step 4: Installation of Artwork

Depending on the nature of the agreement with the seller, the City or the seller may be required to take full or partial responsibility for site preparation; the design and installation of foundations, landscape, hardscape and lighting; shipping the artwork to its new location and insurance for the transfer; and the installation of the artwork.

Step 5: Communications, Documentation

A communications strategy is developed with MCAD staff and the relevant City department. The work should be photographed on site and all paperwork related to the acquisition should be archived by the City, including the maintenance and conservation protocol. MCAD staff enters the work into the collection database.

General Criteria for Selecting Artists and Artwork

Projects undertaken by artists or acquisitions of artwork, whether by commission, purchase, gift, or other means, should further the purpose and goals of the Public Art Program. The ASP will apply the following baseline criteria when selecting artists, considering acquisitions or siting artwork. Additional project-specific criteria may be developed and should be included in the Individual Project Plan.

General Criteria for the Review of Artist Qualifications

- Meets the definition of Artist, as defined in the Public Art Master Plan and Guidelines.
- Demonstrates artistic excellence, innovation and originality as represented in past work and supporting materials.
- Demonstrates capacity for working in media and with concepts that are appropriate to the project goals and site.
- Demonstrates interest and capability in creating public artworks in collaboration with the City, MCAD, the design team (if applicable) and other project partners.
- Demonstrates interest in and understanding of the project as outlined in the Individual Project Plan.
- Demonstrates interest and capability in engaging community representatives in a project.
- Demonstrates the ability to communicate effectively and elicit the ideas of team members; flexibility and problem-solving skills; and ability to work with architectural drawings and construction documents.
- Demonstrates experience in successfully completing works of similar scope, scale, budget and complexity, or articulates how he or she would be able to bring the necessary artistic and technical skills to this project.
- Is available to perform the scope of the work in a timely and professional manner.
- Builds the diversity of the City's Public Art Collection.

Criteria for the Review of Artist Concept Proposals

- Meets the definition of Artwork as defined in the Public Art Master Plan and Guidelines.
- Demonstrates artistic merit, including excellence in aesthetic quality, workmanship, innovation and creativity.
- Demonstrates appropriateness in scale and form and is of materials/media suitable for the site.
- Meets the project's goals as outlined in the Individual Project Plan.

- Demonstrates feasibility of construction and installation.
- Demonstrates feasibility in terms of budget, timeline, safety, security, durability, operation, maintenance, conservation, legal and ethical issues.
- Builds the diversity of the City's Public Art Collection.

Criteria for Reviewing Acquisition of Existing Artworks

- Clearly responds to the City's vision for public art.
- Meets the definition of Artwork, as defined in the Public Art Master Plan and Guidelines.
- Meets the project's goals as outlined in the Individual Project Plan.
- Demonstrates excellence in aesthetic quality, workmanship, innovation and creativity.
- Demonstrates appropriateness in scale and form and is of materials and/or media suitable for the site.
- Demonstrates feasibility in terms of cost, timeline, safety, durability, operation, condition, maintenance, conservation, legal and ethical issues related to possession and use of Artwork, security and/or storage and siting.
- Builds the diversity of the City's Public Art Collection.

Diversity

Artwork will be sought from artists of diverse ethnic and cultural identities; from local, regional, national and international artists; and from emerging and experienced artists.

The PAC encourages applications from artists working in both established and experimental art forms.

Artists will not be eligible for more than two projects at any given time.

Rejection of Submissions

The PAC and ASP may recommend rejection of all submissions, if none are considered satisfactory, and request that a new pool of artists be established.

VII. Guidelines for Accepting Gifts and Loans of Art

Procedure for Review of Gifts and Loans

Proposals

Proposals for gifts and loans of artworks shall be submitted to the MCAD staff in a written format established for this purpose. At a minimum the proposals should include:

1. Title of the artwork, its dimensions, medium and date of execution.
2. Digital images of the artwork or other appropriate presentation materials.
3. Proposed site location(s), method of display and required site improvements.
4. Resume or biography of artist.
5. Warranty of originality (i.e., certification that existing work is an original creation or limited edition).
6. Statement of appraised value of art.
7. Maintenance and installation requirements, including a cost estimate for installation.
8. Written explanation of legal issues, including but not limited to, certifying the current legal owner of the artwork(s) and, the existence of any copyrights, patents or other title rights in or to the artwork(s); and an explanation of any conditions or limitations on the donation of the artwork(s), such as any interests to remain with the Artist.
9. Report of artwork's condition and of ongoing maintenance protocols.

Internal Review

Initial review of proposals shall be by MCAD staff, in consultation with other relevant City departments, to ensure that the application is complete and to conduct an initial feasibility review of the proposal.

Aesthetic Review

Once this initial review is complete and MCAD staff determines that the proposal is feasible, an aesthetic review of proposals shall be by the Public Art Committee or by an Artist Selection Panel established by the PAC for that purpose.

1. ASP's evaluation of proposals will be coordinated and staffed by MCAD staff. A representative of the individual or organization making a proposal will be invited to make a brief informational presentation to the members of the Panel.

2. The ASP shall evaluate proposals based on the following criteria:

a. Advances the vision and goals for the Public Art Program.

b. The artistic merit of the proposed artwork.

c. Compatibility with the El Paso Public Art Collection.

d. Contributes to the diversity of the Public Art Collection.

e. Availability of the site.

f. Maintenance and installation requirements and anticipated costs to the City.

g. Artwork condition.

h. Liability considerations.

i. Donor conditions.

Approval of the Gift or Loan

The recommendation of MCAD staff and the ASP will be forwarded to the PAC for review and recommendation to the MCAAB for approval.

Conditions of the Gift or Loan

The City shall accept gifts or loans of art only when accompanied by an appropriate warranty of originality and a legal instrument of conveyance of title, in the case of a gift, or documenting the loan, in the case of a loan, enumerating any conditions of the gift or return to the donor for the gift or loan. MCAD shall keep on file copies of the conveyance of title and the stated insurance value of donated artwork(s) and the artwork(s) will become part of the City's public art collection. The stated value of any loaned artworks shall be provided to the City Risk Management division. The PAC shall not act as an agent for the purpose of selling, exchanging, or promoting the sale of any gifts of art or loaned work.

Installation of the Artwork

Siting

Siting and location development of gifts of art or loaned artwork in public places will be coordinated by MCAD staff. If possible, the artist who created the gifted or loaned artwork should be consulted regarding siting and installation issues.

Coordination

Installation of the artwork will be coordinated between MCAD staff and the appropriate entity having jurisdiction over the site.

Exceptions

These guidelines shall not apply to:

1. Artwork loaned to the City for one year or less.
2. Artwork loaned for inclusion in temporary exhibitions in City facilities and City owned spaces managed by the City.
3. Artwork loaned or donated to City employees or appointed City officials for display in their personal offices.
4. Gifts of State presented to the City by other governmental entities (municipal, state, national, foreign).
5. Artwork loaned or donated to the private collections of non-profit organizations that manage City entities, or included in temporary exhibitions at those facilities.

Ken McCall, *Pillars of the Community,* 2022

VIII. Maintenance, Conservation, Ownership and Record-Keeping

Maintenance

Maintenance of public art shall be the responsibility of the City, not the artists, and the City shall commit to keeping the art-works in its Collection in well-maintained condition.

Artists shall be required to submit working drawings of their project and a maintenance and conservation protocol. The City may request as part of the contract process that the artist or artist team include maintenance provisions for a term of one-year that includes repairs.

Conservation

The Public Art Program shall evaluate all works in the Public Art Collection on a regular basis for purposes of assessing conservation needs and develop a multi-year, prioritized plan for conservation of the Collection.

Ownership

The City shall have absolute, unrestricted rights incidental to its full ownership of the final artistic work to alter, change, modify, destroy, remove, move, replace, transport or transfer in whole or in part, the final artistic work when the City deems necessary within its discretion in order to exercise the City's powers and responsibilities in regard to public works and improvements, in furtherance of the City's operations or for any other good cause. The artist may retain copyright and other intellectual property rights in and to the final design and the final artistic work itself.

In the circumstance in which commissioned art is physically part of the building or landscape and is not an independent object or objects that can be safely removed, the City may require the artist to waive all rights that they may have under the Visual Artists Rights Act, 17 U.S.C. § 101 et.seq. (1990) ("VARA") to protect the City's interest, in regards only to the destruction of the art piece. Prior to the destruction of the art, the City will attempt to contact the artist and secure advice on the future of the work that may include redesigning the art for the new situation. In the event that the remodeling of the building or landscape destroys part of the art, the City will deaccession the art and, at the request of the artist, remove any attribution to the artist.

The Artist shall grant to the City a perpetual, irrevocable license to graphically depict or display the final artistic work for any non-commercial purpose, unless otherwise specified by contract.

Project Files and Records

MCAD staff shall maintain records on each project, which shall include, but not be limited to the following:

1. All materials in proposals submitted and other visual or written materials relating to the artist's design or method of execution as submitted or become available.
2. Conveyance of title enumerating any conditions.
3. Records of the MCAAB, PAC and City actions bearing on the project.
4. Any agreements relating to the project.
5. Correspondence and memoranda relation to the project.
6. Records of all billings made in connection with the project.
7. Maintenance and conservation protocols and records of conservation to the artwork.

Matthew Geller, *Chroma Booster,* 2015

IX. Re-Siting And Deaccessioning

While the intent of the Museum and Cultural Affairs Department (MCAD) is to commission and acquire artwork for long-term public display, circumstances and/or conditions may arise that make it prudent for MCAD, on behalf of the public interest, to remove a work of art from the El Paso Public Art Collection or the Art Purchase Program Collection by trading, selling, donating, or destroying it.

MCAD retains the right to re-site or deaccession any artwork, regardless of the source of funding or method of acquisition. Re-siting or deaccessioning of a work of art will be done in accordance with the terms agreed upon in the artist's contract. MCAD will institute a review process that will ensure that re-siting of site-specific works or deaccessioning will be a carefully considered action that insulates the Collection from fluctuations in taste.

Eligible Artworks

This policy applies to works of art in the El Paso Public Art Collection. For works of art that are not site-specific or site-integrated, including portable works acquired through the Artwork Purchase Program, this policy only applies for deaccessioning. Re-siting of these works may be carried out by staff as needed without the involvement of the PAC or MCAAB.

Procedures

MCAD staff may initiate the process for deaccessioning or re-siting an artwork at any time as needed when one or more of the criteria below exist.

If an artwork is identified for deaccessioning or re-siting the following steps will be taken:

1. MCAD staff will present a report to the Public Art Committee (PAC) for their review and approval. The report will include the following:

a. A description of the artwork, current photographs of the artwork, acquisition method, cost, estimated current value and any restrictions that may apply to the artwork based on contract review.

b. The reasons for the proposed deaccessioning or re-siting, including the specific criteria for re-siting and deaccessioning met by the artwork.

c. Staff's recommendation as to whether the work should be re-sited or deaccessioned.

    i. For site-specific and site-integrated works, if in the opinion of MCAD staff the artwork can be re-sited while maintaining the intent of the artwork, MCAD staff will make a good-faith attempt to discuss re-siting with the artist prior to recommending the work for re-siting. If the artist does not agree to the proposed re-siting; the artist will have the right to prevent the use of their name as the author of the artwork or to buy back or recover the work, if such a provision is addressed in the artist contract. If, in the opinion of MCAD staff, there is not another appropriate site for the artwork, the artwork may be recommended for deaccessioning.

d. For works recommended for deaccessioning the report shall include the recommended method of disposition.

2. MCAD staff will submit the report and the recommendations of the PAC to the Museum and Cultural Affairs Advisory Board (MCAAB) for their review and approval.

3. If an artwork is approved by the PAC and MCAAB for deaccessioning, MCAD staff will document the reason for deaccession and the manner of disposition and keep this information on file permanently as part of the Public Art Collection records. If an artwork is approved by the PAC and MCAAB for re-siting, MCAD staff will proceed with re-siting the artwork, as described in the approved report and document the re-siting in the Public Art Collection records.

If the structural integrity or condition of an artwork, in the opinion of the MCAD staff, presents an eminent threat to public safety, the MCAD director may authorize its immediate removal, without PAC and/or MCAAB action or the artist's consent. The director will place the work in temporary storage. The artist and the PAC and MCAAB must be notified of this action within 60 days. Staff will then recommend options for disposition to the PAC and MCAAB for approval. In the event that the artwork cannot be removed without being irreparably damaged or destroyed, and if artist rights are not waived in the contractual agreement, the MCAD staff must make a good faith effort to gain such written permission before proceeding with removal. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the MCAD director will proceed according to the advice of the City Attorney's Office.

Funds from artworks sold as a result of deaccession will be placed into the Public Art Fund.

Criteria for Re-siting and Deaccessioning

One or more of the following criteria must be met for a site-specific or site-integrated artwork to be considered for re-siting or deaccessioning, or for an artwork that is not site-specific or site-integrated to be considered for deaccessioning. Works that are not site-specific or site-integrated may be re-sited by staff as needed.

1. The site is being eliminated or the site is being altered such that the artwork is no longer compatible with the site.
2. The security of the artwork can no longer be reasonably guaranteed at its current site.
3. The artwork has become a danger to public safety.
4. The artwork's annual maintenance cost is deemed excessive, or the artwork requires extensive conservation or restoration that is cost prohibitive and/or exceeds the value of the artwork.
5. The artwork is not, or is only rarely, on display, or there is a lack of a suitable site to display the artwork.
6. The artwork does not further the vision, mission, or goals of the Public Art Program.
7. The artwork was commissioned or acquired with the provision or understanding that it was to have a limited lifecycle or installation period.
8. The artwork has been damaged or has deteriorated to the point at which it no longer reflects its original intent.
9. Significant adverse reaction to the artwork from the community has continued for an extended period (at least two years).

Methods of Disposition

Staff may recommend to the PAC and MCAAB one or more of the following manners of disposition of the artwork. Staff, the PAC and MCAAB shall not be limited to these courses of action, but may suggest new methods, as may be appropriate, given by a particular set of circumstances.

1. Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist. The traded artwork must be approved for accession into the City's Public Art Collection following the Public Art Program's policies for accession.
2. Offer the work to the artist with terms to be agreed upon by both parties.
3. Donation to a museum collection, governmental entity, or other organization determined to be appropriate.

4. Sale through auction, art gallery or dealer resale, or direct bidding by individuals, in compliance with City law and policies governing surplus property.

5. Destruction of artwork which has deteriorated or become damaged beyond a reasonable cost to repair or has been deemed to be of no or only negligible value.

6. Destruction of a site-specific or site-integrated artwork that cannot be re-sited while maintaining the intent of the artwork.

The manner chosen for disposition of an artwork shall represent the best interest of the City and be in accordance with City policy for the disposition of property. Priority will be given to returning the artwork to the artist, provided that terms can be negotiated that represent the City's best interest. Artworks will not be deaccessioned directly or indirectly or in any manner that would personally benefit City employees, members of the MCAAB, the PAC, or of the City Council. Ethical considerations prohibit the acquisition of deaccessioned objects by City staff, members of the MCAAB, the PAC, or of the City Council.

X. Conflict of Interest

This section supplements the City's Ethics Ordinance, as codified in Chapter 2.92 of the El Paso Municipal Code.

MCAD Staff

Employees of MCAD are ineligible for public art commissions or projects as long as they are employed by MCAD.

PAC members and PAC Subcommittee

A member of the PAC or of a PAC subcommittee, such as an Artist Selection Panel, having a financial interest in the outcome of any policy, decision or determination before the PAC or PAC subcommittee on which the member serves shall, as soon as possible after such interest becomes apparent, disclose to each of the other members voting on the matter and the nature of the financial interest in the issue, and such member shall be disqualified from participation in any debate or vote.

Other Participants

Members of the project management, project architect, or consulting firms and employees of City of El Paso are ineligible to receive public art funds for design services or public art commissions.

Artists

1. An artist is ineligible to serve on an ASP while under consideration for a public art commission or project. This provision does not preclude artists participating in the Allied Artist program from participating on an ASP.

2. An artist is precluded from having their work considered for a public art commission or project once selected for or while serving on an ASP. This provision does not preclude an artist from being selected as an Allied Artist while serving on an ASP.

XI. Review and Amendment

These guidelines are subject to periodic review and revision by the PAC and subsequent approval by the MCAAB.

Christopher Weed, *Bienvenido,* 2021

Simon Donovan & Ben Olmstead, *Folklorico,* 2020

Appendix B: Summary of Engagement

Input from the community and program stakeholder helped to inform the Public Art Master Plan Update. Engagement activities included a series of roundtable discussions with local artists and members of the art, design and civic community; an online questionnaire; and a series of open houses. Summaries of the findings are below.

Roundtables

In November and December, 2024, the consulting team facilitated six in-person and three virtual roundtable discussions that engaged 30 of El Paso's art, design and civic leaders in a conversation about the Public Art Collection, the vision, goals and directions in the 2014 Public Art Master Plan and opportunities for the future.

Feedback on the Vision, Goals and Directions

- Art should continue to anchor the urban core
- Is exposure per person a goal? Most highly visible/visited locations?
- Where does tradition of muralism, painting fit in?
- Specificity of the border area. What makes ELP unique? Spirit, identity, culture
- Education should be a part of this.
- What are authentic images? Loaded word. Who decides?
    - Asking artists to think deeply about the place
    - Thoughtful, dynamic, meaningful
- What does quality of life mean? Clarify.
- What does economic benefit mean?

- Local public art practice authentic to the city
- Using public art to create an engaging public sphere – create spaces and conversations. Build places for interaction. Shape public spaces and interaction.

Other Key Discussion Points

- A critical mass of artwork in downtown that provides opportunities to see and experience art around every corner.
- Growth of the Collection into El Paso's neighborhoods — many focusing on community gathering places — libraries, parks, community centers, etc.
- A high regard for the Collection — people are aware of several works and have favorite pieces that they speak about and describe enthusiastically.
- Educators are using the Public Art Collection as a teaching tool in the classroom in both high school and college courses.
- A good mix of local and non-local artists, different project types and approaches, media, etc.
- The inclusion of local artists elicits a sense of pride in the community and its creative sector.
- Positive reviews of the Allied Arts Program and its impact on the career trajectory for artists interested in pursuing public art.
- Incubator grant program through MCAD has been able to fund a small handful of local artists in doing public art projects.
- Precedent of 'public art bootcamp' programs, though it has been several years since the last one.
- General appreciation of a focus on work that is site-specific and that captures something special and unique about El Paso.
- Some feel that some works, in an effort to be site-specific, fall into overly simplistic depictions about El Paso/the southwest.
- Artists are looking for other professional development opportunities and entry points into getting commissions with the Public Art Program and expanding their public art practice.
- Major corporations that have operations in El Paso could commission public art and/or contribute philanthropically.

Questionnaire

As part of the outreach process of developing the update to the project consultants conducted an online questionnaire in English and Spanish. The questions were designed to help the consultants and MCAD better understand the public's awareness of and connection to the Public Art Program and specific works of art; assess the relevance of the current vision, goals and directions; and understand people's priorities for the program for the next decade.

The questionnaire was launched on December 3, 2024 and was up through February 28, 2025. The questionnaire received 195 responses.

The questionnaire asked questions related to people's familiarity and relationship to El Paso's Public Art Program, as well as their preferences for public art:

- Were you aware that the City of El Paso has a public art program?
- What connection, if any, have you had to the City of El Paso Public Art Program?
- Are you familiar with any of these works of art commissioned by the City of El Paso Public Art Program? (Respondents were shown 16 examples of public art in El Paso.)
- Do you have a favorite artwork in El Paso? Which one? What do you like about it?

Respondents were also asked to review the existing vision for public art and indicate how important they feel it is for the coming decade; this question was followed by an open-ended question in which respondents could share what they would add or change to the existing vision.

Similarly, two additional questions asked respondents to review the five main goals and the four key directions for the program and indicate which of these they agreed should still be goals and directions for the program in the coming decade. Again, after each of these questions, open-ended questions allowed respondents to share any goals and directions they felt should be added.

Respondents were also asked to select the most important types of places for public art. They could indicate up to 6 types of places from a list of 12 (including "other — write in"). Finally, the last question asked respondents to rank a list of five priorities for the Public Art Program from 1 to 5.

Summary of Findings

Several themes emerge from the questionnaire results that cut across multiple questions and help us understand people's relationship to the Public Art Program and the impact they feel it should have on El Paso in the future.

The existing vision, goals and directions still largely resonate.

64.2% of respondents felt the vision was still "important" or "very important", while 12.1% were neutral and 23.8% felt it was "unimportant" or "very unimportant". For four of the five existing program goals, about 89% of respondents agreed or strongly agreed that that goal should remain a goal for the program in the coming decade. One goal — "support economic growth" — was slightly lower, with only about 76% of respondents agreeing or strongly agreeing that it should remain a goal. Similarly, when asked if each of the program's four key directions should remain as directions for the coming decade, about 85% of respondents agreed or strongly agreed with each direction.

Respondents have a desire to know more and be informed.

Almost half of the people (44.4%) who took the survey said they were not aware that the City of El Paso has a public art program and 72.9% said they had not engaged with the Public Art Program yet (versus those who had served on Artist Selection Panels, applied for projects or rosters, or collaborated with the program in other ways).

A common theme seen throughout the survey in respondents' comments was a desire for more awareness of the program, its opportunities and the existing Collection. For example, one respondent wrote, "There should be more education and outreach, most people don't know about the art available to see in El Paso. And they need participation and engagement to feel like it belongs to them as citizens of El Paso."

When asked what should be added to the vision, one of the most frequent types of answers had to do with raising awareness of the program and boosting marketing and promotion. For example, one respondent wrote, "More media coverage so more people are aware" and another wrote, "more info on where artworks are located." Suggested goals to add included: "Ensuring that the arts and the program are well known in the community," "have local El Pasoans be informed of new large local public art installations and locations," and "Make El Paso arts and culture more accessible to and prominent in the entire El Paso community."

And for the final question, which asked respondents to rank five priorities for the program from 1 to 5, the second highest ranking priority was "Promote the community's access to, appreciation of and enjoyment of existing public art."

Increased community involvement is desired.

Throughout the survey respondents expressed a desire for increased community involvement in projects. One of the largest categories of answers to the two questions about what to add to or change about the vision and the goals were statements related to community involvement. Respondents expressed a desire to engage children and youth in creating artworks, for programs that collaborate with schools and for more participatory projects in general. Some examples of responses indicating the importance of engaging people with art and the artmaking process are:

- "Community involvement, to include children to imagine pieces and work with local artist to curate it into a vision/art piece so it helps children feel integrated and passion for the arts within our city"
- "Creating public works of art is important but just as importantly is having the local populace engage with the art."
- "Participatory projects. People need to self-express and providing opportunities for art exploration is pivotal."

Suggestions also included "projects that collaborate with community organizations and nonprofits to support their efforts," as well as getting the community involved in the

decision-making process through “projects that consider the recommendations of the people and neighborhoods that will be impacted by the project. What do they want to see in their community?”

El Pasoans want to support local artists.

Creating and broadening opportunities for local artists was mentioned across the survey, including comments questioning the transparency of the artist selection process and expressing a desire to see a wider range of local artists commissioned for projects. Overall “Support the development of public art practice by artists based in El Paso” ranked as the #1 priority for the program in Question 12, which asked respondents to rank a list of five priorities from 1 to 5.

Support for local artists was also one of the most frequently mentioned themes in response to the question of what should be added to or changed about the vision. Just a few of these answers read:

- “Diversity in local art projects. Seeing the same five artists receive public funding while many other artists are overlooked is not helping keep artistic skills here in El Paso. Artists should not have to leave the city to find support or work.”
- “Engaging more artist for projects. Less use of the established artists.”
- “I truly think the majority of public art in El Paso should be created by El Pasoans — whether ones that live here now, or have since moved away. I used to not think this way, but have changed my mind. If local talent cannot engineer certain art works, the city should bring in contractors to assist locals to learn this new skill.”
- “If it’s El Paso it should be from the people of El Paso”
- “More public artworks by local artists”

Murals are very popular.

When asked to name their favorite artwork in El Paso, murals were the most frequently mentioned type of artwork. The top answer overall (9 responses) was Mountain Lion by Bordalo II, a piece made from recycled trash attached to a building’s façade, that many people describe as a mural. Six respondents said murals in general were their favorite, because, for example, “they showcase our culture and embrace the vibrancy of El Paso.” Seventeen more people answered with specific murals, some commissioned by the Public Art Program and some not, including Animo Sin Fronteras by El Mac, the El Paso Strong mural, murals by Carlos Callejo, CIMI, Gabriel Gaytan and others.

Diversity and multiculturalism are important.

The importance of reflecting and showcasing El Paso’s multiculturalism and diversity was seen throughout the survey. The most frequent response as to what should be added to or changed about the vision was that it should represent all of the cultures in El Paso. For example, one respondent wrote

that the vision should “include the diverse diaspora of nationalities, races and cultures that thrive in El Paso” and another stated that the vision “needs to include ALL different ethnic groups and diversity.”

Similarly, one of the top types of answers as to what should be added or changed to the goals were statements about showcasing the breadth of El Paso’s cultural diversity — Latinx, Black, indigenous, Chinese, military culture and border culture were all mentioned.

Art should be downtown and beyond.

“Downtown” and “Parks and Trails” tied for the most important places for public art. Each was selected by 69.6% of respondents. Behind them were “Neighborhood Streetscapes” (56%), “Recreation and Community Centers” (52%) and “Libraries” (46.1%), all places in neighborhoods and at the center of everyday life.

Transit and travel-related spaces ranked lower than downtown and these neighborhood gathering places. “El Paso International Airport” was chosen by 41.9% of respondents, “Gateways to El Paso” by 40.3%, “TXDoT highway infrastructure” by 39.3%, “Roundabouts” by 26.7% and “Sun Metro infrastructure” by just 17.3%. Three of the top most recognized projects was Bienvenido by Christopher Weed — located in a roundabout — and two of the works on Brio RTS lines; since they are familiar with some of the highly visible works in these places, people may feel that the need for art in these places has been met.

Three of the current key directions for public art point to where art should be located — projects that “reinforce places of gathering and meaning in neighborhoods throughout the city,” projects that “strengthen downtown and other areas of urban investment as pedestrian oriented cultural and economic resources,” and projects that “create a more visually appealing experience moving in and around El Paso for visitors and residents.” For each of these, more than 80% of respondents agreed or strongly agreed the direction should continue to guide the program for the coming decade.

Art can be a tool to revitalize neighborhoods.

“New development areas — urban, commercial, housing” was also a less popular choice for where art should be located, with only 23.6% of respondents selecting this as an important place for public art. This points to the last theme seen in the survey — a desire for public art to be used as a tool for neighborhood revitalization.

Many of the write-in answers for “What are the most important places for public art to be located in El Paso?” indicated a preference for art in “older established neighborhoods,” “uplifting older border communities,” and “historical locations,” and addressed ideas about neighborhood revitalization. Respondents stated they would like to see art in “blighted” neighborhoods,” “areas without art,” “older border communities,” “older established neighborhoods,” “districts that need or missing art,” on “empty lots,” and “anywhere but downtown.”

Using art to revitalize neighborhoods was also a common answer for what should be added to the key directions. For example, one respondent wrote, “To build of communities and neighborhoods that have been neglected or abandoned such as the north east and south El Paso” and another stated, “To figure ways to beautify existing structures with art (and not build new ones). To identify blighted areas of the city that need art more than elsewhere!”

Open Houses

The consulting team facilitated four Open Houses on April 7 – 10, 2025. Each Open House had a specific geographic focus: Council Districts 1 and 8 (Westside), Council Districts 5 and 6 (Eastside), Council Districts 2 and 4 (Northeast) and Council Districts 3 and 7 (Mission Valley).

Participants at Open Houses were invited to:

- Place dots on the map to indicate where you would like to see public art in the future. Use the post-it notes to share your impressions of existing works.
- Envision new public art in your neighborhood. Share a word or short phrase you would want to use to describe it.
- Review the vision, goals and directions from the current El Paso Public Art Master Plan. Share your thoughts on these statements and how they can be improved, as well as other reflections in the Exit Questionnaire.

The responses for each element are listed below.

Place dots on the map to indicate where you would like to see public art in the future.

Downtown Notes

- Parks can use more public art. Children’s theme.
- Adding color to make the pieces stand out (train fence)
- I love the Aztec Calendar located in downtown El Paso and would love to see more love given to it. It represents this community and the respect is shows for indigenous.
- Not Whole Fence — needs purple lighting and more descriptive plaque
- Artwork should be distributed through the city. Not ignore downtown but don’t forget about the rest of the city.
- Maya Plaza Collaboration
- Rio Grande neighborhood in general is an art desert.

Downtown Dots

- Soccer fields north of Armijo Park
- Intersection by Guillen Middle School
- Delta & Tays
- Fire Station 11
- Aztec Calendar Park

- Kansas & Franklin
- Union Plaza Park
- Carouso Park
- John Karr Park
- Dunn Park
- Fire Station 3

Mission Valley Dots
- I-10 — eastern gateway to El Paso
- Ysleta Mission

Westside Notes
- Rio Grande Trail – bridge over berm at Valley Creek Park
- Combine Art & Benches — Riverbend walking trail
- Overlook at Transmountain
- Chamizal Mural makes you want to learn
- Large mural behind Bassett Place that was redone recently is my favorite. I like murals with animals and birds and nature, and that feel relaxing. It has brought life back to the area.
- Fonseca Drive — Ascarte Park Golf Course

Westside Dots
- Rasler Canyon Nature Preserve/Trailhead
- City TASA Shared Use Path pending submission
- Montoya Heights Park
- Don Haskins Rec Center
- Tom Lea Upper Park/Rim Road
- Scenic Drive/Richmond Avenue/ Newman Park
- McKelligon Canyon Road @ Davis-Seamon

Eastside Notes
- Art that welcomes you into the district — Edgemere, Zaragoza, Montwood
- Ocotillo is an effective gateway

Eastside Dots
- 375 & Edgemere
- Linear Parks along Holly Springs and other linear parks
- Dog Park at Rainbow Vista Park
- Planned Montwood extension
- 375 and Zaragoza
- Desert Sands Park
- Burning Mesquite Park

Envision new public art in your neighborhood. Share a word or short phrase you would want to use to describe it.

Westside

- Kinetic
- Interactive (2)
- Multicultural
- Unique
- Public art that can be used for physical exercise
- Emphasize the migrant “the culture pass”
- Emphasize the culture of two cities
- Inspiring
- Envisions (marker signs)
- Wind/reed system
- Lights & Lazers — projections on buildings
- Community
- Friendship
- Isolation
- Interactive
- Motion/capture
- Video technology
- Musical (2)
- Reflective of area
- Ocean/desert
- Manta ray, whales, octopus
- Historic marker
- Identifying signs & art
- Multi frame
- Childlike
- Representative of our culture
- Unorthodox in form
- Chess
- Refraction / light / sun projector
- Innovative
- Natural
- Surrealism
- The colors of the border
- Healthy

Eastside

- Los colores
- Rebirth
- Fossils
- La historia deportes
- More art, colorful art
- Connection with Chihuahua
- Las esculpturas de Sebastian
- Lights downtown
- Tadpole shrimp (Hueco slug)
- Interactive
- Pay tribute to people in our community
- Guide to murals
- Like benches, shade, look modern
- Natural looking
- Likes Miner Pick at UTEP
- Lion downtown
- Flowers catch light
- Community collaboration
- Artwork that makes you think, dream or imagine
- Murals that depict unity, peace
- Colorful
- Representation of mental health
- Animals with a connection to Mexico
- Stargazing night
- Public art tours
- Doesn't like purple thing on airway
- I love that the cloud changes with the weather and that it's dynamic

Northeast

- We need art
- Bold colors
- Culturally healing artwork

Mission Valley

- We need more art in public spaces like libraries, community centers, parks, roundabouts
- More art appreciation in the community
- Water features

- More art in/at libraries to communicate its certain community and environment, what libraries represent, what that location represents.

Review the vision, goals and directions from the current El Paso Public Art Master Plan. Share your thoughts on these statements and how they can be improved, as well as other reflections in the Exit Questionnaire.

1 Do the current vision, goals and directions for public art still make sense today? If not, how should they change?

- The vision, goals and direction are very sounds. Local artists keep the culture alive.
- I think overall yes. My favorite current ones are the goal of promoting authentic images and public art projects that reinforce places of gathering.
- Yes — expand the goals to incorporate culture of migration.
- Yes. In a lot of areas I have seen more public art and I appreciate the art a lot. We can have more. Ask for more ART.
- Yes, but I would like to see more local artists represented and having them integrate art with the students, schools, community members.
- Incluir programas en las escuelas en diferente niveles. (Include programs in schools at different levels.)
- Organizando tours escolares visitando arte publico. (Organizing school tours visiting public art.)

2 In your own words, how does public art benefit El Paso? Your immediate community?

- Public art has always communicated cultural importance. El paso especially has deep roots embedded in Spanish culture. Art has been used to express problems and ideas, people use it to communicate what they've experienced and it shouldn't be taken away.
- Public art helps me be proud to be from El Paso. In my immediate community it brings color, life and a sense of safety.
- Energizes the sense and encourages mindfulness.
- Yes. It allows us to enjoy urban places and increases our identity, representation of the culture and create a fun environment.
- I think, when an area is attractive, people take more care of it, so less letter & vandalism.
- Art is a reflection of the community, it provides positive benefits through increased pride in the community.
- Aumenta el sentido de identidad. (Increases the sense of identity.)

3 What places do you think would be good locations for public art?

- Upper and general east sides; especially at bus centers & the poorer population should be exposed to various mediums of art.

- I think places of high foot traffic, especially parks.
- Transmountain overlook(s).
- Parks.
- On the sides of the freeway
- Downtown buildings.
- Rio Grand Trail (Valley Creek Park).
- Any place with foot traffic.
- Downtown is becoming very vibrant, but also many don't travel outside of the community so we need to place the art through the city.
- Todas las areas del El Paso. (All of the areas of El Paso.) West-East-Far East-Central).

4 Do you feel connected to the city's public art? If not, what could help you feel more strongly connected?

- Yes. One of my favorite pieces is the mural used to create a cat out of objects.
- Yes, I feel connected.
- Yes. Connected to history and culture.
- The artworks that are reflective of the culture and environment are what make me feel more connected.
- Yes. I enjoy viewing the art, it has become a part of the city and provides pleasure and connectedness.
- Puntos relevantes propios de la comunidad historia, herencia cultural. (Relevant points of the community's history, cultural heritage.)

5 Please share any questions, suggestions or concerns you might have about public art.

- One of my concerns is the representation of the Aztec Calendar. It is in poor shape and we want to help develop a new one.
- Maintenance of existing artwork is a concern. How is it budgeted?
- You need to get the word out to the general public about all the public art, where it is located, provide tours, information, brochure, maps, etc.
- Elaborar catologos y distuboirlos en lugares tuisticos y districtos escolares. (Prepare catalogs and distribute them in tourist attractions and school districts.)

Ricardo Chavarria, *Portal 1,* 2022

Roger Stoller, *Lmara,* 2016

Appendix C: Credits

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

Deputy City Manager
Richard Bristol

Managing Director, Quality of Life, Museums and Cultural Affairs Department
Ben Fyffe

El Paso Public Art Program
Miriam Garcia
Adrian Guzman

Museums and Cultural Affairs Advisory Board
Valeria Contreras
Bianca De Leon
Lucio Glenn
Dr. Christopher Olivares
Vanessa Tena
Isabel White
Maria Zampini

Public Art Committee
Angel Bataller
Carmen Byers
Sebastian Escobar-Garcia
Dr. Karen Herman
Patrick Hernandez-Cigarruista
Charles Mais
Rodolfo Mariscal
Maya Sanchez
Laura Valdez

Internal Advisory Committee
Stephanie Barrios-Urrieta
Claudia J. Cardoza
Ricardo A. Isaias
Madison Kaigh
Josue J. Munoz-Miramon

Consultants
Meridith McKinley, Aliza Schiff
Via Partnership, LLP

Todd W. Bressi
Public Art • Placemaking • City Design

Kerry Doyle

Adrian Lopez, *Desert Agave*, 2021

File #: 26-0217, **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.

Discussion and action to approve a Resolution that the 2026 Public Art Plan be adopted and that the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Public Art Plan as described in Exhibit "A" of the Resolution.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Museums and Cultural Affairs Department

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Ben Fyffe **PHONE NUMBER:** 1-915-212-0110

2nd CONTACT PERSON NAME: Claudia Cardoza **PHONE NUMBER:** 1-915-212-0110

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action to approve a resolution that the 2026 Public Art Plan be adopted and that the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Public Art Plan as described in Exhibit "A".

ISSUE STATEMENT:

The 2026 Public Art Plan updates Council on the program and its current projects. The three new projects proposed in the 2026 Public Art Plan are in partnership with the El Paso International Airport, and will be funded by Airport Enterprise Funds. The program has an additional 18 projects in progress, with five near completion.

BACKGROUND:

Per Ordinance, MCAD is required to bring forward an annual update on projects which are in-process and those to be initiated to the full Council.

COUNCIL OPTIONS:

1. Approve the 2026 Public Art Plan as presented.
2. Decline approval in whole or in part and direct staff to return with options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The 2026 Public Art Plan was approved by the Public Art Committee on December 09, 2025, and by the Museums & Cultural Affairs Advisory Committee on December 18, 2025.

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

•Meeting dates/formats.
•Names/titles of participants
•Feedback from meetings - concerns, suggestions
•Letters, phone calls, emails of support or opposition
•If applicable, describe how the feedback did or did not inform the revised proposal

RELATED CITY POLICIES:

City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places.

PRIOR COUNCIL ACTION:

Council has annually approved the Public Art Plan (covering a calendar year) since the program's inception in 2006.

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:

Funding sources include 2% for the Arts from multiple Certificates of Obligation and Airport Enterprise Funds.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)

ATTACHMENTS:

Attachment Description

A.
B.
C.

FOR MORE INFORMATION:

Ben Fyffe 1-915-212-0110 fyffebe@elpasotexas.gov

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

SIGNATURE: _____

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

RESOLUTION

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

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

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

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

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

1. That the 2026 Public Art Plan, attached hereto, be and is hereby officially adopted.
2. That the 2026 Plan includes current art projects in progress initiated in 2025 and new projects to be initiated in Fiscal Year 2026 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, 2019, and 2020 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; the 2019 Public Safety Bonds; and the 2022 Community Progress Bonds.
4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit "A". If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.
5. That the City Manager or a designee is authorized to enter into Allied Artist Agreements which correspond to Public Art projects described in Exhibit "A" for totals not to individually exceed $10,000.00.

APPROVED 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 Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ben Fyffe, Managing Director
Quality of Life

(Exhibit "A" on the following page)

Exhibit "A"
2026 Public Art Plan

Exhibit "A" Public Art Plan 2026									
District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Approved Budget	Timeline	Summary
New Projects / Project Amendments									
7	All Abilities Playground	715 Lomita Dr.	Direct Select *	TBD	$200,000	$0	$200,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
3	EPIA Concourse A1 Art Installation	El Paso International Airport	Invitational Competition	TBD	$350,000	$0	$350,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Sterile Area Art Installation	El Paso International Airport	Invitational Competition	TBD	$250,000	$0	$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Boarding Bridges Murals	El Paso International Airport	Invitational Competition	TBD	$150,000	$0	$150,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	El Paso Public Safety Complex **	TBA Global Reach Dr.	Invitational Competition	TBD	$1,250,000	$0	$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Site Amenities, Infrastructure, Relocation, & Restoration	Citywide	N/A	N/A	$400,000	$800,000	$1,200,000	Continuous	Allocation of funds for site amenities, infrastructure (electrical and foundations), relocation, and structure restoration as needed.
Public Art Projects in Progress									
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Direct Select	TBD	$600,000	$0	$600,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
2	Chief Gregory K. Allen Memorial	Chief Gregory K. Allen Police Headquarters	Direct Select	Angela Mia	$175,000	$0	$175,000	2026	Artist is currently fabricating the artwork to be placed in the selected location.
5	Eastside Regional Park The Beast Phase 2 Roundabout Memorial	13501 Jason Crandall Dr.	Invitational Competition	Cliff Garten Studio	$245,000	$0	$245,000	2027	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
3	EPIA Advanced Manufacturing District	El Paso International Airport	Invitational Competition	TBD	$250,000	$0	$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Cargo Wall Murals	El Paso International Airport	Invitational Competition	TBD	$250,000	$0	$250,000	TBD	Artist to be commissioned to work with staff and the community to design and install a public art mural project.
3	EPIA George Perry / Constitution Roadway Extension	El Paso International Airport	Invitational Competition	TBD	$250,000	$0	$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Iron Dustoff Bypass	El Paso International Airport	Invitational Competition	TBD	$250,000	$0	$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Terminal Landscape Improvements	El Paso International Airport	Direct Select	Michael Stutz	$500,000	$0	$500,000	2027	Artist is currently fabricating the artwork which will be integrated into the project.
8	Fire Department Special Operations Division Project 1	201 S. Florence St.	Invitational Competition	Babak Tavakoli	$50,000	$0	$50,000	2026	Artist is currently fabricating the artwork which will be integrated into the project.
8	Fire Department Special Operations Division Project 2	201 S. Florence St.	Pre-Qualified Artist Pool	Brad Oldham Studios	$250,000	$0	$250,000	2026	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
5	Fire station 38	14301 Pebble Hills Blvd.	Direct Select	Rene Nevarez	$200,000	$0	$200,000	2026	Artist is currently fabricating the artwork which will be integrated into the project.

2	Modesto Gomez Central Flat Fields	4600 Edna Ave.	Invitational Competition	TBD	$145,000	$0	$145,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
6	Mural Project in District 6 at Marty Robbins Rec. Center	11620 Vista Del Sol Dr.	Invitational Competition	Lagartos Doodle Works LLC	$38,000	$0	$38,000	2026	Artist to be commissioned to work with the community to design and install a mural public art project.
8	Mural Project in Kern Place	Median at N. Stanton St. & Winter Dr.	Invitational Competition	TBD	$75,000	$0	$75,000	TBD	Artist to be commissioned to work with the community to design and install a mural public art project.
3	New Central Regional Command Center	7024 Cielo Vista Dr.	Invitational Competition	TBD	$350,000	$0	$350,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	$320,000	$0	$320,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
1	Resler Extension Project	Resler Dr. North of Transmountain Dr.	Invitational Competition	Reed Madden Designs	$600,000	$0	$600,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
5	Richard R. Castro - Eastside Sports Complex	14380 Montwood Dr.	Invitational Competition	David Franklin	$400,000	$0	$400,000	2026	Artist is currently fabricating the artwork which will be integrated into the project.
					Total allocations		$8,348,000		

* Changed Selction Process

** Combined previous two projects into one and adjusted budget

File #: 26-0170, **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 Resolution that the City Manager, or designee, be authorized to sign a Golf Course Operation and Concession Agreement between the City of El Paso and EP GOLFCO, LLC., to allow a private concessionaire to run the golf course for public use, to provide the successful operation, improved efficiency, and greatest benefit to the citizens of the City of El Paso, located at the premises numerically known as 1510 Hawkins Boulevard, El Paso, Texas 79925 and more particularly described as:

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

The term of this Golf Course Operation and Concession Agreement is an initial term of thirty (30) years and two (2) ten-year option to extend the term of the agreement. During the term of this Agreement, the Concessionaire shall pay to the Airport rent in an amount equal to the greater of the Minimum Annual Guarantee (MAG) or the Percentage Rent calculated on the Concessionaire's gross receipts. Minimum Annual Guarantee (MAG) for the initial term will be $166,969.08 for the first year, and $191,000.00 for the subsequent year(s) of the term.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Aviation

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

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

ISSUE STATEMENT:

City Council consideration and approval authorizing the City Manager to execute a Golf Course Operation and Concession Agreement with EP GOLFCO, LLC. The agreement allows the private concessionaire to operate the city-owned golf course, with the intent of ensuring efficient operations and maximizing benefits to the residents of the City of El Paso.

BACKGROUND:

The original Golf Course Operation and Concession Agreement was executed on April 1, 1985, between the City of El Paso ("Lessor") and John William Echenbrenner ("Lessee"). Since its execution, the agreement has been amended and assigned multiple times to reflect changes in operators and operational needs.

On August 30, 2022, the City approved the Seventh Amendment and Assignment to EP GolfCo, LLC.

The concessionaire requested a new long-term agreement in anticipation of making capital investments. The proposed investments by the concessionaire, together with investments by the Airport, are intended to expand and modernize the facility, address aging and outdated equipment, and proactively plan for the replacement of critical golf course infrastructure and components. These

COUNCIL OPTIONS:

1. Approve the Resolution to allow the City Manager, or designee, be authorized to sign a Golf Course Operation and Concession Agreement.
2. Decline the Resolution, or direct staff to revise and return with revisions.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

The item was not reviewed by a City Council Committee.

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

Not Applicable.

RELATED CITY POLICIES:

El Paso International Airport Leasing Policy, Revised July 15,2022.

PRIOR COUNCIL ACTION:

April 1,1985 - Golf Course Operation and Concession Agreement (the "Original Agreement")
March 28,1991 - First Amendment to the Original Agreement (the "First Amendment")
June 1, 2000 - Second Amendment to the Original Agreement (the "Second Amendment")
April 30, 2002 - Third Amendment to the Original Agreement (the "Third Amendment")
August 3, 2004 - Fourth Amendment to the Original Agreement (the "Fourth 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:

This is a revenue generating agreement.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

No contributions to report.

NAME	AMOUNT ($)

ATTACHMENTS:

A.HQ 4140- E- signed- Lone_Star_Golf_Course_Lease- 12.4.2025.signed
B. 2026.02.17 Memo Lone Star
C. Resolution Lone Star Airport Signed
D. Lone Star Disclosure of Campaign Contributions

FOR MORE INFORMATION:

Debbie Olivas 915-212-7337 OlivasD@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 Golf Course Operation and Concession Agreement between the City of El Paso and EP GOLFCO, LLC., to allow a private concessionaire to run the golf course for public use, to provide the successful operation, improved efficiency, and greatest benefit to the citizens of the City of El Paso, located at the premises numerically known as 1510 Hawkins Boulevard, El Paso, Texas 79925 and more particularly described as:

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

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APROVED AS TO FORM:

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Juan Antonio Nevarez, CM, AC, IACE
Director of Aviation

HQ 4140 | Tran#620269 | Aviation
Lone Star Golf Course Concession- Resolution
IRT

GOLF COURSE OPERATION AND CONCESSION AGREEMENT
LONE STAR GOLF CLUB

by and between

THE CITY OF EL PASO

and

EP GOLFCO LLC

Table of Contents

ARTICLE 1 – RECITALS AND DEFINITIONS 2

1.1 **RECITALS** 2

1.2 **DEFINITIONS** 2

ARTICLE 2 – LEASED PREMISES 7

2.1 **LEASED PREMISES** 7

2.2 **FURNITURE, FIXTURES, AND EQUIPMENT** 7

ARTICLE 3 – TERM, HOLDOVER, AND REQUIRED IMPROVEMENTS 7

3.1 **INITIAL TERM** 7

3.2 **OPTION TERM** 7

3.3 **HOLDING OVER** 8

3.4 **REQUIRED IMPROVEMENTS** 8

3.5 **TITLE TO IMPROVEMENTS** 9

3.6 **PROPERTY RIGHTS UPON TERMINATION** 9

3.7 **OBLIGATIONS UPON TERMINATION** 10

3.8 **ORIGINAL LEASE TERMINATED** 10

ARTICLE 4 – RENTALS AND ACCOUNTING RECORDS 11

4.1 **RENT** 11

4.2 **BOOKS AND RECORDS** 13

4.3 **AUDIT** 13

ARTICLE 5 – PERMITTED USE AND OBLIGATIONS OF CONCESSIONAIRE 14

5.1 **PERMITTED USE** 14

5.2 **CONCESSIONAIRE OBLIGATIONS; STANDARD OF SERVICE** 14

ARTICLE 6 – MAINTENANCE, REPAIR, AND ALTERATIONS 14

6.1 **LESSOR MAINTENANCE OBLIGATIONS** 14

6.2 **CONCESSIONAIRE MAINTENANCE OBLIGATIONS** 15

6.3 **CHANGES, ALTERATIONS, AND ADDITIONS** 15

6.4 **QUALITY OF WORK** 15

6.5 **REPLACEMENT RESERVE** 15

ARTICLE 7 – INSURANCE, PAYMENT AND PERFORMANCE BONDS, AND INDEMNIFICATION 16

7.1 **INSURANCE MINIMUM COVERAGES** 16

7.2 **EVIDENCE OF INSURANCE** 16

7.3 **ADDITIONAL INSURED** 17
7.4 **PAYMENT AND PERFORMANCE BONDS** 17
7.5 **AUTHORIZED INSURANCE AND SURETY COMPANIES** 18
7.6 **INDEMNIFICATION; WAIVER OF CLAIMS** 18
ARTICLE 8 – DAMAGE TO LEASED PREMISES; FORCE MAJEURE 18
8.1 **PARTIAL DAMAGE** 18
8.2 **EXTENSIVE DAMAGE** 19
8.3 **TOTAL DAMAGE** 19
8.4 **LIMITATION OF LESSOR'S OBLIGATIONS** 19
8.5 **FORCE MAJEURE** 20
ARTICLE 9 – TERMINATION 20
9.1 **TERMINATION BY CONCESSIONAIRE** 20
9.2 **TERMINATION BY LESSOR** 20
9.3 **LESSOR RIGHT OF ENTRY UPON TERMINATION** 22
ARTICLE 10 – ASSIGNMENT AND SUBLETTING 22
ARTICLE 11 – TAXES AND LICENSES 22
11.1 **TAXES** 22
11.2 **LICENSES AND PERMITS** 22
ARTICLE 12 – LESSOR RIGHT OF ENTRY 23
12.1 **INSPECTION OF PREMISES** 23
12.2 **SHOWINGS FOR FUTURE TENANTS** 23
12.3 **FACILITY MAINTENANCE** 23
ARTICLE 13 – ENVIRONMENTAL COMPLIANCE 23
13.1 **GENERAL CONDITIONS** 23
13.2 **ENVIRONMENTAL REMEDIATION** 25
13.3 **NO LIABILITY FOR BUSINESS INTERRUPTION** 26
13.4 **ENVIRONMENTAL INDEMNIFICATION** 27
13.5 **REMEDIES CUMULATIVE** 27
13.6 **SURVIVAL** 27
ARTICLE 14 –FEDERAL REQUIREMENTS 27
14.1 **PUBLIC USE AND FEDERAL GRANTS** 27
14.2 **RIGHT TO DEVELOP AIRPORT** 28
14.3 **SUBORDINATION TO GRANT AGREEMENTS** 28

14.4 **FEDERAL RIGHT TO RECLAIM** 28
14.5 **NON-DISCRIMINATION** 28
ARTICLE 15 – EMINENT DOMAIN 29
15.1 **TOTAL TAKING** 29
15.2 **PARTIAL TAKING** 29
15.3 **NOTICE** 29
15.4 **AWARDS NOT LIMITED** 29
ARTICLE 16 – AIRPORT SPONSORED EVENTS 29
ARTICLE 17 – GENERAL PROVISIONS 30
17.1 **NO LIENS** 30
17.2 **ENCUMBRANCE OF FEE OR LEASEHOLD INTEREST PROHIBITED** 30
17.3 **QUIET ENJOYMENT** 30
17.4 **COMPLIANCE WITH LAWS** 30
17.5 **WAIVERS** 30
17.6 **WAIVER OF CLAIMS** 31
17.7 **SECURITY ARRANGEMENTS** 31
17.8 **UTILITIES** 31
17.9 **SIGNS** 31
17.10 **INDEPENDENT CONTRACTOR** 31
17.11 **PUBLIC RECORDS ACT** 31
17.12 **SEVERABILITY** 31
17.13 **TERMS BINDING UPON SUCCESSORS** 31
17.14 **TIME OF ESSENCE** 32
17.15 **NOTICE** 32
17.16 **DEALINGS WITH LESSOR** 32
17.17 **GOVERNING LAW AND VENUE** 32
17.18 **AMENDMENT** 33
17.19 **HEADINGS** 33
17.20 **ENTIRE AGREEMENT** 33

List of Exhibits

Exhibit A: Leased Premises

Exhibit B-1: Leased FF&E

Exhibit B-2: Concessionaire FF&E

Exhibit C: Concessionaire Improvements

Exhibit D: Lessor Improvements

Exhibit E: Concessionaire Scope of Services

Exhibit F: Concessionaire Maintenance and Repair Obligations

Exhibit G: Approval and Installation of Improvements

Exhibit H: Required Federal Provisions

GOLF COURSE OPERATION AND CONCESSION AGREEMENT

LONE STAR GOLF COURSE

EL PASO INTERNATIONAL AIRPORT

THIS GOLF COURSE OPERATION AND CONCESSION AGREEMENT (this "**Agreement**") is made and entered into this 1st day of April, 2026 (the "**Effective Date**"), by and between the City of El Paso, a municipal corporation existing under the laws of the State of Texas ("**Lessor**" or "**City**") and EP GolfCo LLC, a Texas limited liability company ("**Concessionaire**"). Lessor and Concessionaire are sometimes referred to herein individually as "**Party**" and collectively as "**Parties**."

RECITALS

WHEREAS, Lessor, as part of the El Paso International Airport (the "**Airport**"), owns a golf course known as the Lone Star Golf Course, formerly known as the Cielo Vista Municipal Golf Course, located at 1510 Hawkins Boulevard in the City of El Paso, Texas (the "**Golf Course**"); and

WHEREAS, Lessor, by and through its City Council, has determined that the operation of the Golf Course should be operated by a private concessionaire for public use, in order to provide for the successful operation, improved efficiency, and greatest benefit to the citizens of the City of El Paso; and

WHEREAS, Concessionaire has the capability and desires to operate the Golf Course upon the terms, conditions, and covenants herein provided; and

WHEREAS, Concessionaire, as assignee and successor-in-interest, and Lessor are parties to that certain Golf Course Operation and Concession Agreement dated April 1, 1985 (the "**Original Agreement**"), as amended by that certain First Amendment to the Original Agreement dated March 28, 1991 (the "**First Amendment**"), as amended by that certain Second Amendment to the Original Agreement effective June 1, 2000 (the "**Second Amendment**"), as amended by that certain Third Amendment to the Original Agreement dated April 30, 2002 (the "**Third Amendment**"), as amended by that certain Fourth Amendment to the Original Agreement dated August 3, 2004 (the "**Fourth Amendment**"), as amended by that certain Fifth Amendment to the Original Agreement dated September 2, 2008 (the "**Fifth Amendment**"), as amended by that certain Lessor's Approval of Assignment effective January 1, 2009 ("**Assignment**"), as further amended by that certain First Amendment to Lessor's Approval of Assignment effective December 11, 2011 (the "**Amended Assignment**"), as amended by that certain Sixth Amendment to the Original Agreement dated March 12, 2013 (the "**Sixth Amendment**"), and as further amended by that certain Seventh Amendment to the Original Agreement and Lessor's Approval of Assignment dated August 30, 2022 (the "**Seventh Amendment**") (the Original Agreement together with each subsequent amendment and assignment are collectively referred to herein as the "**Original Lease**"); and

WHEREAS, the Original Lease is set to expire on March 31, 2026 with an additional 9 year option period to March 31, 2035.; and

WHEREAS, the Parties wish to execute a new agreement regarding Concessionaire's operation of the Golf Course to reflect the new terms negotiated herein; and

WHEREAS, the Parties acknowledge and agree that commencement of the Term of this Agreement (as defined herein) shall void, nullify, and terminate the Original Lease in accordance with the terms of this Agreement; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS AND DEFINITIONS

1.1 **RECITALS.** The foregoing recitals are true and correct and incorporated herein by this reference.

1.2 **DEFINITIONS.** In and throughout this Agreement, the following defined terms shall have the following meanings:

(a) "Airport" shall mean the El Paso International Airport owned and operated by the City of El Paso.

(b) "Airport Rules and Regulations" shall mean all rules, regulations, and policies as are now or may hereafter be prescribed by the City and/or the Director of Aviation.

(c) "Airport Sponsored Events" shall have the meaning set forth in Article 16 herein.

(d) "Annual Statement" shall mean the statement provided by Concessionaire to Lessor on an annual basis providing a true and accurate statement of Gross Receipts, Rent payments, and other amounts necessary to calculate rent owed for the preceding Year, in a form and with detail satisfactory to Lessor, which statement shall be prepared by an independent certified public accountant.

(e) "Applicable Law" shall mean all current and future laws, statutes, ordinances, rules, regulations, and orders (including without limitation Environmental Laws, the Airport Rules and Regulations, and any executive orders) issued or promulgated by any Governmental Authority governing or otherwise applicable to Concessionaire, the Airport, this Agreement, the Leased Premises, or Concessionaire's use of the Leased Premises, as amended from time to time.

(f) "Buildings" shall mean the built structures located on the Land, which include those structures existing thereon as of the Effective Date and those to be constructed thereon by either Party during the Term.

(g) "City" shall mean the City of El Paso, a municipal corporation existing under the laws of the State of Texas.

(h) "Club House Expansion" shall have the meaning set forth in Section 3.4(a)(iii) herein.

(i) "Club House Expansion Investment" shall mean the amount Concessionaire is forecasting to expend in constructing and completing the Club House Expansion, which is estimated to be Four Hundred and Seventy-Eight Thousand dollars ($478,000.00).

(j) "Concessionaire" shall mean EP Golf Co LLC, a Texas limited liability company and its successors and assigns.

(k) "Concessionaire FF&E" shall have the meaning set forth in Section 2.2(b).

(l) "Concessionaire Parties" shall mean Concessionaire's officers, volunteers, representatives, agents, employees, personnel, contractors, subcontractors, licensees, subtenants, sublessees, invitees, and suppliers.

(m) "Construction Documents" shall mean all documents, completed in accordance with the approved Proposal for Improvements, plans and specifications, and Design Development Drawings prepared by a registered engineer and architect, required by the Development Services Department of the City of El Paso for Concessionaire to obtain an approved building permit, and submitted in accordance with the requirements of **Exhibit G** attached hereto. Construction Documents include, but are not limited to: blueprints of floor plan; electrical, plumbing, and HVAC plans and schematics; detailed architectural renderings; interior and exterior elevations; final budget estimates, and estimated date of completion.

(n) "Design Development Drawings" shall mean detailed drawings, completed in accordance with the approved Proposal for Improvements, including but not limited to detailed sketches and architectural concepts, interior and exterior elevation sketches, and detailed budget and time schedule estimates.

(o) "Director of Aviation" and "Director" shall mean Lessor's Director of Aviation of the Airport.

(p) "Environmental Claims" shall have the meaning set forth in Section 13.4 herein.

(q) "Environmental Laws" shall mean and include without limitation (i) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. § 6901 et seq.), (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended (42 U.S.C. § 9601 et seq.), (iii) the Clean Water Act, as now or hereafter amended (33 U.S.C. § 1251 et seq.), (iv) the Toxic Substances Control Act of 1976, as now or hereafter amended (15 U.S.C. § 2601 et seq.), (v) the Clean Air Act, as now or hereafter amended (42 U.S.C. § 7401 et seq.), (vi) the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), (vii) the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S. § 1802 et seq.), (viii) all regulations promulgated under any of the foregoing, (ix) any local or state law, statute, regulation or ordinance analogous to any of the foregoing and (x) any other federal, state, or local law (including any

common law), statute, regulation, or ordinance, permit, permit condition, order, license or directive having the force of law, regulating, prohibiting, or otherwise restricting pollution or regulating the environment or the use, storage, handling, discharge or disposal of Hazardous Materials, including, without limitation, the Airport Rules and Regulations.

(r) "Events of Default" shall mean those circumstances that constitute a breach of this Agreement by Concessionaire, which are further enumerated in Section 9.2(a) herein.

(s) "FF&E" shall mean movable furniture, fixtures, and other equipment that are not permanently affixed to the Leased Premises.

(t) "First Option Term Improvements" shall mean those improvements Concessionaire is required to construct during the first Option Term as further set forth in Section 3.4(b)(i) herein.

(u) "Force Majeure Event" shall have the meaning set forth in Section 8.5 herein.

(v) "Golf Course" shall mean the municipal golf course owned by the City and known as the Lone Star Golf Course, formerly known as the Cielo Vista Municipal Golf Course, located on the Leased Premises at 1510 Hawkins Boulevard in the City of El Paso, Texas.

(w) "Governmental Authority" or "Governmental Authorities" shall mean any federal, state, county, municipal, or other governmental entity or entities, or any subdivision thereof, with authority over the Leased Premises, the Airport, or Concessionaire, including but not limited to the City.

(x) "Grant Assurances" shall have the meaning set forth in Section 14.3 herein.

(y) "Gross Receipts" shall mean the total amount in dollars of the actual gross revenue from all business conducted, services rendered, and sales made by Concessionaire upon and from the Leased Premises pursuant to this Agreement, including but not limited to the goods and services listed in Section 4.1(a) herein and **Exhibit E** attached hereto. However, Gross Receipts shall not include the following items and such items shall be shown as deductions on the Monthly Statements and Annual Statements:

(i) all sales taxes; taxes imposed by the Texas Alcoholic Beverage Commission; transaction taxes; admission, entertainment, or similar or equivalent taxes regardless of name, the amount of which is determined by the amount of sales made and which is required to be separately identified to and collected from each customer and account for to any governmental entity, provided, however, that this exclusion shall not include any license or permit fees or taxes payable by Concessionaire;

(ii) all credits or refunds received by Concessionaire from vendors or paid by Concessionaire to customers for unacceptable or unsatisfactory merchandise or items which have been returned; and

(iii) any credit loss sustained or discount or deduction that may be applicable by reason of acceptance or use of credit cards, other credit arrangements, or the like.

Except as herein specified, if any charge for any of the services or goods mentioned in this Section 1.2(r) be not assessed, charged, or collected, irrespective of the reason therefor, the proper amount of such charge shall, nevertheless, be included in the term "Gross Receipts."

(z) "Hazardous Materials" means any elements, compounds, chemicals, substances, flammable materials, explosives, radioactive materials, oil, petroleum, petroleum products, asbestos, lead paint, perfluorooctane sulfonic acids or perfluorooctanoic acids, polychlorinated biphenyls, military or civilian munitions, explosives, materials or wastes that, because of their quantity, concentration or physical or chemical characteristics pose a present or potential hazard to human health or safety or to the environment including, by way of illustration and not limitation, those which are or become regulated, identified, defined, listed, or otherwise classified as a contaminant, pollutant, toxic pollutant, or toxic or hazardous substance, or a regulated substance under Environmental Laws.

(aa) "Initial Term Improvements" shall have the meaning set forth in Section 3.4(a) herein and as more particularly described on **Exhibit C** attached hereto.

(bb) "Land" shall mean the real property containing approximately 135 acres comprising the Golf Course, as more specifically described and/or depicted on **Exhibit A** attached hereto.

(cc) "Leased FF&E" shall have the meaning set forth in Section 2.2 herein.

(dd) "Leased Premises" shall have the meaning set forth in Section 2.1 herein.

(ee) "Lessor" shall mean the City of El Paso, a municipal corporation existing under the laws of the State of Texas.

(ff) "Lessor Improvements" shall have the meaning set forth in Section 3.4(e) herein and as more particularly described on **Exhibit D** attached hereto.

(gg) "Letter of Credit" shall mean the letter of credit required under Section 7.4(c) herein.

(hh) "MAG Payment" shall mean each monthly payment by Concessionaire to Lessor of an amount equal to one-twelfth (1/12) of the relevant annual MAG, as it may be prorated pursuant to Section 4.1(b) herein.

(ii) "Minimum Annual Guarantee" or "MAG" shall mean the minimum rental amount due annually under this Agreement, as set forth in Section 4.1(b) herein.

(jj) "Monthly Statement" shall mean the statement provided by Concessionaire to Lessor on a monthly basis setting forth Concessionaire's Gross Receipts and other information required for calculation of rent under the terms of this agreement for the preceding month in a form

and with detail satisfactory to Lessor, which shall be inclusive of all relevant statistics and signed by a responsible accounting officer of Concessionaire.

(kk) "Option Term" shall mean each of the two ten (10)-year extensions of the Term of this Agreement, as further defined in Section 3.2 herein.

(ll) "Option Term Improvements" shall mean the improvements Concessionaire is required to make to the Premises during each Option Term, specifically the First Option Term Improvements, and the Second Option Term Improvements as further described in Section 3.4(b) herein.

(mm) "Original Agreement" shall mean that certain Golf Course Operation and Concession Agreement dated April 1, 1985.

(nn) "Original Lease" shall mean the Original Agreement together with each subsequent amendment and assignment as defined and set forth in the Recitals hereto.

(oo) "Percentage Rent" shall mean the amount equaling the total percentages of actual Gross Receipts for the preceding month, which percentages are set forth in Section 4.1(a) herein.

(pp) "Percentage Rent Payment" shall have the meaning set forth in Section 4.1(c) herein.

(qq) "Permitted Use" shall mean the use of the Leased Premises by Concessionaire (i) to operate a Golf Course and to offer goods and services customarily related thereto, including but not limited to the driving range, club house, restaurant and bar for the dispensing of food and alcoholic and non-alcoholic beverages, golf lessons, a golf pro shop, a parking facility for patrons of the Golf Course, and private event offerings, and (ii) to construct, furnish, and operate the Initial Term Improvements and other alterations, modifications, and/or improvements otherwise approved by Lessor pursuant to the terms of this Agreement.

(rr) "Proposal for Improvements" shall mean Concessionaire's proposal submitted to Lessor for approval of Concessionaire's planned changes, alterations, modifications, improvements, or additions to the Leased Premises in accordance with **Exhibit G** attached hereto.

(ss) "Records" shall have the meaning set forth in Section 4.2 herein.

(tt) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles) of Hazardous Materials.

(uu) "Rent" shall mean the monthly rentals due and payable under this Agreement as set forth in Article 4 herein. (vv) "Rent Commencement Date" shall be the Effective Date of this Agreement. "Replacement Reserve Account" shall have the meaning set forth in Section 6.5.

(vv) "Required Improvements" shall mean each of the improvements Concessionaire is required to construct and complete during the Term pursuant to Section 3.4 of this Agreement, specifically the Initial Term Improvements, First Option Term Improvements, and Second Option Term Improvements.

(ww) "Second Option Term Improvements" shall mean those improvements Concessionaire is required to construct during the second Option Term as further set forth in Section 3.4(b)(ii) herein.

(xx) "Term" means, collectively, the Initial Term and any subsequent Option Term exercised pursuant to Section 3.2 herein.

(yy) "Year" shall mean each twelve (12) month period beginning on January 1 of each calendar year.

ARTICLE 2 – LEASED PREMISES

2.1 **LEASED PREMISES.** Lessor hereby leases to Concessionaire, and Concessionaire hereby rents from Lessor, the Land, Buildings, and improvements comprising the Golf Course, as more specifically depicted and/or described in **Exhibit A** attached hereto and incorporated herein (the "**Leased Premises**"), subject to the terms, provisions, and conditions set forth in this Agreement.

2.2 **FURNITURE, FIXTURES, AND EQUIPMENT**.

(a) Leased FF&E. Lessor hereby leases to Concessionaire, and Concessionaire hereby rents from Lessor, existing FF&E located on the Leased Premises as of the Effective Date which are owned by Lessor and are to be used in connection with the operation of the Golf Course, as more specifically described in **Exhibit B-1** attached hereto and incorporated herein (the "**Leased FF&E**"), subject to the terms, provisions, and conditions set forth in this Agreement.

(b) Concessionaire FF&E. The Leased FF&E does not include the FF&E owned by Concessionaire that are existing on the Leased Premises as of the Effective Date, as more specifically described in **Exhibit B-2**, and the FF&E that may be acquired by Concessionaire after the Effective Date (the "**Concessionaire FF&E**"). Upon the request of Lessor, and as otherwise required in Section 3.4(c) herein, Concessionaire shall provide Lessor an updated inventory of Concessionaire FF&E acquired by Concessionaire during the Term, which shall be in a form reasonably satisfactory to Lessor and shall include the cost, description, and location of the Concessionaire FF&E.

ARTICLE 3 – TERM, HOLDOVER, AND REQUIRED IMPROVEMENTS

3.1 **INITIAL TERM**. The initial term of this Agreement shall be for a period of thirty (30) years (the "**Initial Term**") commencing on _____, 2026 (the "**Commencement Date**").

3.2 **OPTION TERM**. Provided that Concessionaire is not in default under this Agreement, that the Parties have agreed on Rent for the Option Term (defined herein), and

Concessionaire has completed the Initial Term Improvements as provided in Exhibit C, Concessionaire may request to extend this Agreement fortwo (2) additional terms of ten (10) years (each, an "**Option Term**" and together with the Initial Term, the "**Term**") on the same terms and conditions of this Agreement. The granting of such Option Term shall not be unreasonably withheld if Concessionaire is substantially in compliance with all terms of the agreement. Concessionaire shall provide a written request to Lessor not less than one hundred twenty (120) days prior to the scheduled expiration of the Term, and no more than 180 calendar days prior to the scheduled expiration of the Term. Notwithstanding the foregoing, as an additional condition precedent to Concessionaire requesting the second Option Term, Concessionaire shall complete additional improvements during the First Option Term as set forth in Section 3.4(b).

3.3 **HOLDING OVER**. Any holding over by Concessionaire of the Leased Premises at the expiration or termination of this Agreement shall be construed as a month-to-month tenancy at a rent rate of one and one-half (1.5) times the current monthly Rent. Concessionaire shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or termination of this Agreement. Lessor's acceptance of Rent after such expiration or termination shall not result in a renewal of this Agreement, nor affect Lessor's right of re-entry or any rights of Lessor hereunder or as otherwise provided by Applicable Law. If Concessionaire fails to vacate the Leased Premises despite City's termination and demand(s) to vacate, Concessionaire shall indemnify and hold City harmless from all loss or liability including, without limitation, any claim made by any succeeding concessionaire or lessee resulting from such failure to surrender, together with interest, reasonable attorney's fees, costs, and expenses

3.4 **REQUIRED IMPROVEMENTS**.

(a) Concessionaire Improvements. In accordance with Applicable Law and the applicable procedures and requirements set forth in Article 6 herein, Concessionaire shall, at its own cost and expense, make certain improvements, alterations, and/or additions ("**Concessionaire Improvements**") to the Leased Premises during the Initial Term as provided in Exhibit C:

(i) Within twenty-four (24) months following the Effective Date, Concessionaire shall complete construction of the putting golf course and associated dining/activity areas in accordance with **Exhibit C**, and shall open such improvements for business in accordance with the standard of service provided in Article 5.;

(ii) Within Twenty-four (24) months following the Effective Date, Concessionaire shall complete construction of the expansion to the club house located on the Leased Premises ("**Club House Expansion**") and shall complete all finishes to and provide all FF&E for the interior and exterior of the Club House Expansion in accordance with **Exhibit C** (as approved by Lessor), and shall open such improvements for business in accordance with the standard of service provided in Article 5 herein. Concessionaire will provide Lessor a construction schedule within 6 months of the Effective Date of this Agreement.

(b) Concessionaire Option Term Improvements. In accordance with Applicable Law and the applicable procedures and requirements set forth in Article 6 herein, Concessionaire

shall, at its own cost and expense, make certain improvements, alterations, and/or additions to the Leased Premises during each Option Term as provided in Exhibit C:

(i) *First Option Term Improvements*. If the Parties exercise the first ten (10)-year Option Term pursuant to Section 3.2, then Concessionaire shall, within twenty-four (24) months of the commencement of the first Option Term, complete construction of a technology forward driving range, using Top Tracer or similar equipment with along with lighting for night time usage as provided in Exhibit "C" and provide all related FF&E, and shall open such completed improvements for business in accordance with the standard of service provided in Article 5 herein. Should Concessionaire complete this project during the Initial Term, it will be treated as having qualified for the First Option Term.

(ii) *Second Option Term Improvements*. If the Parties exercise the second ten (10)-year Option Term pursuant to Section 3.2, then Concessionaire shall, within twenty-four (24) months of the commencement of the second Option Term, complete construction of a new range fence with improved ball containment capabilities as provided in Exhibit "C" and provide all related FF&E, and shall open such completed improvements for business in accordance with the standard of service provided in Article 5 herein. Should Concessionaire complete this project during an earlier term, it will be treated as having qualified for the Second Option Term.

(c) Concessionaire FF&E Inventory. Within thirty (30) days following the completion of each of the Required Improvements, Concessionaire shall provide Lessor an inventory of all Concessionaire FF&E acquired by Concessionaire to furnish and complete such Required Improvements, as applicable, which inventory shall be consistent with the requirements of Section 2.2(b) above.

(d) Lessor Improvements. Within eighteen (18) months following the Effective Date, Lessor, at its sole cost and expense, shall complete construction for the installation of a new irrigation system for the Leased Premises in accordance with Exhibit **"**D" ("**Lessor Improvements**").

3.5 **TITLE TO IMPROVEMENTS**. All existing improvements on the Leased Premises as of the Effective Date are and shall remain property of Lessor. All improvements constructed by Lessor on the Leased Premises during the Term shall at all times be and remain property of Lessor. Upon completion of each the Initial Term Improvements any other improvements to the Leased Premises made by Concessionaire, title to the same shall automatically transfer to Lessor and shall become and remain property of Lessor, in addition to any permanent fixtures affixed thereto. Title to all Concessionaire FF&E shall remain property of Concessionaire during the Term, unless otherwise agreed to in writing by the Parties, subject to Lessor's right of first refusal set forth in Section 3.6(b) below.

3.6 **PROPERTY RIGHTS UPON TERMINATION**.

(a) Upon expiration or termination of this Agreement, Concessionaire's leasehold interest in the Leased Premises and Leased FF&E shall cease and Concessionaire shall have no further interest in the Leased Premises or Leased FF&E.

(b) Upon expiration or termination of this Agreement, Concessionaire shall provide Lessor with an updated inventory of the Concessionaire FF&E and Lessor shall have the right of first refusal to purchase all or some of the Concessionaire FF&E from Concessionaire at no more than the fair market value of such Concessionaire FF&E as of the expiration or termination date. In no event shall Lessor be obligated to purchase any or all Concessionaire FF&E. The fair market value of any such Concessionaire FF&E shall be determined by an appraisal performed on Concessionaire's behalf and at its expense. Should Lessor not agree or accept the value established by Concessionaire's appraisal, Lessor at its expense shall have a second appraisal performed. If Concessionaire does not agree or accept the value established by Lessor's appraisal, then Concessionaire's appraiser and Lessor's appraiser shall choose a third appraiser, the fees and expenses for whom shall be borne equally by both Parties. The three (3) appraisers shall determine the then fair market value of such Concessionaire FF&E and shall give written notice thereof to Lessor and Concessionaire.

3.7 **OBLIGATIONS UPON TERMINATION**. Upon expiration or termination of this Agreement, Concessionaire, at its sole cost and expense, shall peacefully and quietly:

(a) remove all of the Concessionaire FF&E and its other personal property that have not been affixed to the Leased Premises and that have not been purchased by Lessor pursuant to Section 3.6(b);

(b) restore the Leased Premises, Leased FF&E, and all improvements thereon to the condition in which they were received, constructed, or installed, reasonable wear and tear excepted; and

(c) return the Leased Premises and Leased FF&E to Lessor in a condition reasonably acceptable to Lessor. Concessionaire shall complete such obligations before or upon the expiration or termination date of this Agreement. Concessionaire, at its sole cost and expense, shall repair, or reimburse Lessor for the cost of repairing, any damage caused by Concessionaire's removal or restoration activities contemplated herein. Upon Concessionaire's failure to remove the relevant Concessionaire FF&E or personal property as required by subsection (a) above before or upon the expiration or termination date of the Agreement, Lessor may elect to take one or more of the following actions: (i) remove such Concessionaire FF&E and personal property, notwithstanding any security interest therein, and to store them at a location of Lessor's choice, and Concessionaire shall pay to Lessor the cost of such removal and storage; or (ii) at the option of Lessor, any such property remaining after thirty (30) days following expiration or termination of this Agreement shall immediately be and become the property of Lessor, and Concessionaire shall relinquish any rights or title therein.

3.8 **ORIGINAL LEASE TERMINATED**. Without necessitating notice to either Party or requiring the execution of any separate agreement or documentation, the Original Lease shall terminate upon the Commencement Date of this Agreement, except those provisions, rights, and/or obligations thereof which by their nature or context are intended to survive the expiration or termination of the Original Lease, including without limitation the following provisions, rights, and/or obligations of the Original Lease:

(a) Concessionaire's indemnification requirements under section 7 of the Original Lease;

(b) Concessionaire's waiver of claims under section 21 of the Original Lease;

(c) Concessionaire's record-keeping obligations and Lessor's audit rights under sections 4.04 and 4.05, respectively, of the Original Lease;

(d) Concessionaire's obligations regarding any outstanding rentals, payments, or other amounts due under the Original Lease;

(e) Any Lessor claim or cause of action arising under the Original Lease; and

(f) Any express or implied representations or warranties of Concessionaire under the Original Lease.

ARTICLE 4 – RENTALS AND ACCOUNTING RECORDS

4.1 **RENT**. Subject to Sections 4.4 and 4.5, Beginning on the Rent Commencement Date and throughout the remainder of the Term, Concessionaire shall pay Lessor monthly rent equal to either the Percentage Rent or one-twelfth (1/12) of the relevant Minimum Annual Guarantee, whichever is greater, calculated and paid in the manner set forth herein ("**Rent**").

(a) Percentage Rent. Percentage Rent shall be calculated by multiplying the following percentages by the Gross Receipts for each of the following categories of goods and services for the preceding month evinced by the Monthly Statement provided under Section 4.1(d):

(i) Food and non-alcoholic beverages……10% of Gross Receipts

(ii) Beer, wine, and alcoholic beverages (including mixed drinks)……15% of Gross Receipts

(iii) Putting Golf Course and Green fees, including all memberships, driving range fees, golf cart rentals, and golf equipment rentals……12% of Gross Receipts

(iv) Pro shop sales……10% of Gross Receipts

(b) Minimum Annual Guarantee. The Minimum Annual Guarantee shall be calculated as follows:

(i) From the Rent Commencement Date through December 31, 2026, the MAG shall equal ONE HUNDRED AND SIXTY-SIX THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS AND EIGHT CENTS 08/100 ($166,969.08), payable in prorated monthly installments of THIRTEEN THOUSAND NINE HUNDRED FOURTEEN DOLLARS AND NINE CENTS 09/100 ($13,914.09).

(ii) Beginning on January 1, 2027, the MAG shall equal ONE HUNDRED AND NINETY-ONE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS 00/100 ($191,000.00), payable in twelve (12) equal monthly installments of FIFTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND SIXTY-SEVEN CENTS 67/100 ($15,916.67).

(iii) For each subsequent Year during the Term, the MAG shall be an amount equal to the greater of either (a) eighty percent (80%) of the immediately preceding Lease Year's annual Percentage Rent evinced by the Annual Statement provided pursuant to Section 4.1(d) below, or (b) the MAG set forth in Section 4.1(b)(ii) above, payable in twelve (12) equal monthly installments. This amount is subject to adjustment in the event of a catastrophic event, such as a national health emergency or a physical event that would cause a significant drop in revenues not under control of the Concessionaire.

(iv) For any partial Year or calendar month during the Term, the relevant MAG shall be calculated on a pro rata basis.

(c) Manner of Payment. No later than the first (1st) day of each calendar month of the Term, Concessionaire shall pay Lessor in advance an amount equal to one-twelfth (1/12) of the relevant annual MAG ("**MAG Payment**"). Following the end of each calendar year, Concessionaire shall calculate the total Rental actually due for the past year pursuant to subsection 4.01(a). In the event that it is determined that the Percentage Rental for the year exceed the MAG actually paid by the Concessionaire, then Concessionaire shall tender the different to the Lessor within 30 calendar days of the end of the calendar year. Concessionaire shall pay Lessor Rent and all other amounts due and payable under this Agreement to Lessor by check, made to the following address, or in the manner otherwise prescribed Lessor upon written notice to Concessionaire:

Accounting Department
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925

(d) Monthly and Annual Statements. Within twenty (20) days of the close of each calendar month of the Term, Concessionaire shall provide to Lessor the Monthly Statement for the previous month. Additionally, no later than sixty (60) days after the end of each Year or the expiration of the Term, whichever applicable, Concessionaire, at its own expense, shall provide to Lessor the Annual Statement for the previous Year certified by a certified public accountant. Each Annual Statement shall also include an accurate record of the Rent payments made to Lessor during the previous Year.

(e) Rent Reconciliation. Concessionaire shall reconcile the Gross Receipts in the Annual Statement with the Rent paid to Lessor over the preceding Year in the following manner:

(i) If the total annual Rent paid is less than the greater of the relevant MAG or the annual Percentage Rent due, Concessionaire shall immediately pay Lessor the difference to equal the greater amount due;

(ii) If the total annual Rent paid exceeds the MAG and is greater than the correct amount of Percentage Rent due, Lessor shall hold the overpayment as a credit, and shall apply the credit to the immediately upcoming monthly Rent payments until such amount is exhausted.

(f) Late Payment. Without waiving any other right of action available to Lessor in the event of default in payment of Rent or any other amount due and payable under this Agreement, if Concessionaire is delinquent for a period of ten (10) days or more in paying any Rent or other amount due and payable to Lessor, Concessionaire shall pay Lessor interest thereon at the rate of fifteen percent (15%) per annum from the date such amount was due and payable until paid.

(g) Option to Reassess MAG. Any time after December 31, 2028, but no more than twice during the Term, Concessionaire, at its sole cost and expense, may obtain an appraisal to reevaluate the then applicable fair market rentals for the Leased Premises, with an appraiser mutually acceptable to both Parties, which acceptance may not be unreasonably withheld, conditioned, or delayed. Updated fair market rentals as determined by such appraisal may be used to adjust the Rent under Section 4.1, subject to the approval of the Director of Aviation. Such adjusted Rent shall be memorialized in writing by the Parties and shall take effect the next calendar month of the Term.

(h) Landlord Lien. In addition to any landlord's lien provided by Applicable Law, Lessor shall retain the right to obtain a specific lien on any property of Concessionaire on the Leased Premises (including Concessionaire FF&E) as security for payment of Rent.

4.2 **BOOKS AND RECORDS**. With respect to its business and operations upon the Leased Premises, Concessionaire shall keep true and accurate records, books, and dates in accordance with generally accepted accounting principles, which shall identify all the Gross Receipts of Concessionaire's business upon and within the Leased Premises and all expenditures related to the Permitted Use (as defined herein), including those related to all improvements Concessionaire has made to the Leased Premises, such as invoices, time sheets, and other back-up documentation (collectively, the "**Records**"). Concessionaire further agrees to keep books and records as Lessor may request. The Records shall be open for inspection by authorized representatives of Lessor at all times during business hours. Concessionaire shall provide Records to Lessor within thirty (30) days of Lessor's written request for such Records. Concessionaire shall use commercially reasonable efforts to provide Lessor information that may become necessary for Lessor to successfully implement new accounting or audit standards during the Term. Concessionaire shall keep and preserve the Records for at least three (3) years after the date of expiration or termination of this Agreement, or such longer period as may be prescribed by Applicable Law, and, during such time, Lessor may inspect or audit such records upon request.

4.3 **AUDIT**. Lessor reserves the right, at its own cost and expense, to audit Concessionaire's Records at any time for the purpose of reviewing Concessionaire's compliance with this Agreement, including verifying the Gross Receipts, Rent, and/or the Initial Required Investment hereunder. Concessionaire shall comply with any such audit and shall make its Records available to Lessor upon Lessor's request. If, as a result of such audit, it is established that Concessionaire has (i) overstated the amount it expended on the Club House Expansion, (i) underpaid Rent by three (3%) or more, or (ii) understated the Gross Receipts received by it from all operations conducted pursuant to this Agreement, by three percent (3%) or more (after the deductions and exclusions provided for herein), then the entire expense of said audit shall be borne by Concessionaire. Any additional amounts due shall as a result of such audit shall be immediately paid by Concessionaire to Lessor with interest thereon at fifteen percent (15%) per annum from

the date such amount became due, and any overpayment by Concessionaire shall be refunded to Concessionaire or credited by Lessor to the Rent next thereafter due.

4.4 **Deductions from Rent Payments**. Notwithstanding anything to the contrary, starting on the Rent Commencement Date, the Concessionaire may deduct from the rent payments the following amounts until these amounts have been recovered by the Concessionaire:

(a) $478,000 for the expansion of the club house provided that Concessionaire is complying with Section 3.4 of this Agreement and Exhibit G Section 5, and

(b) $73,000 incurred by the Concessionaire for irrigation construction contractor oversight.

4.5 **Replacement Reserve Deductions**. As provided in Section 6.5, the Concessionaire may also deduct from Rent Payments the amounts listed under Section 6.5 of this Agreement.

ARTICLE 5 – PERMITTED USE AND OBLIGATIONS OF CONCESSIONAIRE

5.1 **PERMITTED USE**. Concessionaire shall use and occupy the Leased Premises solely for the Permitted Use, which shall be subject to the terms and conditions of this Agreement. Concessionaire shall not use the Leased Premises, or allow the Leased Premises to be used, for any other purpose beyond Concessionaire's Permitted Use without the prior written consent of Lessor, which may be withheld in its sole and absolute discretion. Furthermore, Concessionaire shall not take any action on or about the Leased Premises, other than as is provided for in this Agreement, which would or could increase the rate of or suspend the insurance upon the Leased Premises.

5.2 **CONCESSIONAIRE OBLIGATIONS; STANDARD OF SERVICE**. At all times during the Term, Concessionaire shall, at its own cost and expense, maintain, use, and operate the Leased Premises, the Golf Course, and all improvements, FF&E, and facilities thereon (except to the extent Lessor is expressly responsible for maintenance under Section 6.1 herein) in accordance with the requirements of this Agreement. Concessionaire shall perform all duties and obligations normally required to operate a public golf course and related facilities in the utmost professional, safe, and sanitary manner and shall at all times furnish and maintain a high standard of service and quality which shall be at least equal to that of the better class of similar municipal golf courses, club houses, pro shops, restaurants, and lounges providing similar accommodations, services, and facilities. Such duties and obligations of Concessionaire shall include, without limitation, the those outlined in **Exhibit E**.

ARTICLE 6 – MAINTENANCE, REPAIR, AND ALTERATIONS

6.1 **LESSOR MAINTENANCE OBLIGATIONS**. Lessor, at its sole cost and expense, shall be responsible for maintenance and repairs to the structural elements of the permanent Buildings and the HVAC system of the Leased Premises, except to the extent damage to such structural elements or the HVAC system is caused by the acts or omissions of Concessionaire or its employees, agents, or contractors. Lessor shall have no responsibility to

repair or maintain any other portion of the Leased Premises, including FF&E or non-permanent structures such as portable equipment or portable buildings. Furthermore, Lessor shall not be called upon to make such repairs occasioned by the act or omission of Concessionaire, its agents, employees, customers, occupants, invitees, vendors, licensees, or contractors.

6.2 **CONCESSIONAIRE MAINTENANCE OBLIGATIONS**. Except as provided above in Section 6.1, Concessionaire, at its sole cost and expense, shall be responsible for all other maintenance and repairs to the Leased Premises, the Golf Course, and the facilities thereon, shall keep the same in good condition commensurate with similarly situated first-class public golf courses, and shall perform all maintenance and repair obligations as more specifically described in **Exhibit F** attached hereto.

6.3 **CHANGES, ALTERATIONS, AND ADDITIONS**.

(a) Approval of Plans and Specifications. Concessionaire shall not make any substantial changes, alterations, modifications, improvements, or additions to the Leased Premises without first submitting to Lessor proposals, design documents, and plans and specifications for such changes and obtaining the prior written consent of Lessor's Director of Aviation, in their sole and absolute discretion, pursuant to the submittal, review, and approval process set forth in **Exhibit G** attached hereto. All such changes, alterations, modifications, improvements, and additions to the Leased Premises shall remain for the benefit of and become the property of Lessor upon completion thereof, unless otherwise specified in Lessor's written consent.

(b) Coordination. Concessionaire shall coordinate all construction of improvements and all other changes, alterations, modifications, or additions to the Leased Premises, including but not limited to the construction and completion of the Initial Term Improvements, with the Director of Aviation and such other appropriate City departments as the Director of Aviation may direct or Applicable Law may require.

6.4 **QUALITY OF WORK**. All maintenance, repairs, replacements, improvements, changes, alterations, modifications, and/or additions permitted or required under this Agreement shall be completed in a good and workmanlike manner employing materials and workmanship that are of high quality not inferior to the original materials and workmanship, and in a manner so as not to interfere with the operations of Lessor or other users of the Airport. If Concessionaire fails to meet its obligations under this Article 6, Lessor may exercise its step-in rights under Section 12.3(a) herein to perform such obligations at the sole cost and expense of Concessionaire.

6.5 **REPLACEMENT RESERVE**. No later than December 2, 2027, Concessionaire shall establish, and maintain throughout the Term, a reserve account ("**Replacement Reserve Account**") with a reputable financial institution acceptable to Lessor for the sole purpose of reserving funds for the replacement of equipment and facilities on the Leased Premises specified in this Section 6.5. Starting on December 2, 2027 and ending on December 2, 2037 Lessor shall deduct the amount of $12,638 per month from the rent owed to the Lessor as calculated according to this agreement and place the amount into the Replacement Reserve Account. Concessionaire will stop deducting $12,638 per month from the rent as calculated according to this agreement on December 2, 2037. Beginning on January 2, 2037, Concessionaire shall, for the remaining term of this agreement, place an amount of $11,180 per month into the Replacement Reserve Account. Concessionaire shall only use the Replacement Reserve Account funds for the replacement of

water well equipment (including pumps), the lake, and all or part of the irrigation system located on the Leased Premises. If the Replacement Reserve Account generates any interest, the interest shall remain in the Replacement Reserve Account and the Concessionaire may deduct from the Replacement Reserve Account funds to cover any tax liabilities generated by the account. In calculating the tax liability, the then current highest marginal rate shall be applied to any taxable gains for the period. Upon the expiration or early termination of this Agreement, Concessionaire shall pay to Lessor the entire then-available balance of the Replacement Reserve Account. Upon an approved transfer of this agreement to another Concessionaire, the balance will be transferred to the new Concessionaire under the same terms as provided in this Agreement. If the Replacement Reserve Account holds more funds than necessary for the replacement of the water well equipment (including pumps), the lake, and all or part of the irrigation system located on the Leased Premises, then the Concessionaire may ask the Lessor, in writing, to use excess funds for other improvements to the Golf Course. The Concessionaire will not use any excess funds other than what is permitted under this section without the express written approval of the Director. Concessionaire will provide monthly reports to the Lessor regarding the status of the account including any deposits and withdrawals.

ARTICLE 7 – INSURANCE, PAYMENT AND PERFORMANCE BONDS, AND INDEMNIFICATION

7.1 **INSURANCE MINIMUM COVERAGES**. Prior to the Effective Date, Concessionaire shall obtain and maintain throughout the Term, the types and minimum amounts of insurance coverage listed below, which may be reasonably adjusted from time to time by the Director of Aviation:

(a) Comprehensive General Liability Insurance. Concessionaire shall maintain Comprehensive General Liability Insurance in amounts not less than One Million Dollars ($1,000,000.00) for bodily injury to one person for each occurrence, two million Dollars ($2,000,000.00) for bodily injuries to more than one person arising out of each occurrence; and One Million Dollars ($1,000,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

(b) Fire and Extended Coverage. Concessionaire shall maintain fire, extended coverage, and vandalism/malicious damage insurance on the Leased Premises, Buildings thereon, any additions, alterations, or modifications thereto, and all FF&E and personal property thereon, equal to 100% of the replacement value. Any payments received by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said leasehold improvements.

7.2 **EVIDENCE OF INSURANCE**.

(a) Prior to the Effective Date, Concessionaire shall deliver to Lessor a certificate of insurance in a form acceptable to Lessor showing policies meeting the requirements of this Article 7. Concessionaire shall submit evidence of continuing coverage to Lessor on an annual basis no later than thirty (30) days after the beginning of each Year. Upon the written request of Lessor, Concessionaire shall provide Lessor with copies of insurance policies required

under this Article 7. At least thirty (30) days prior to the expiration of any policy required herein, Concessionaire shall file with Lessor a certificate showing that such insurance coverage has been renewed or extended. If such coverage is canceled, reduced, or materially changed, Concessionaire shall, within fifteen (15) days after receipt of written notice of such cancellation, reduction, or material change of coverage, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

(b) In the event Concessionaire fails to provide Lessor with the certificate or certificates required under this Article 7, or otherwise fails to maintain the minimum insurance coverages as required herein, Lessor may, upon ten (10) days written notice to Concessionaire, secure the required insurance, at the cost and expense of Concessionaire, and Concessionaire shall promptly reimburse Lessor for the cost thereof, plus ten percent (10%) thereof for administrative overhead.

(c) Concessionaire shall cause all policies required hereunder to (i) provide that the insurance cannot be cancelled or modified without thirty (30) days prior written notice to Lessor, (ii) require that Lessor shall be provided with ten (10) days prior written notice of Concessionaire's nonpayment of insurance policy premiums; include a statement of the coverage provided by the policy, (iv) include a statement of the period during which the policy is in effect, and (v) include a statement that the annual premium or the advance deposit premium for such policy has been paid in advance.

7.3 **ADDITIONAL INSURED**. Lessor, including its elected officials, officers, agents, and employees, shall be named as an additional insured or loss payee, as appropriate, on all insurance policies required herein, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

7.4 **PAYMENT AND PERFORMANCE BONDS**.

(a) Required Bonds. Prior to the commencement of any construction work on the Leased Premises, the total cost of which exceeds fifty thousand dollars ($50,000.00), Concessionaire, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows (the "**Bonds**"):

(i) A payment bond with Concessionaire's contractor or contractors as principal in a sum equal to the full amount of the construction contract(s) awarded for the project, which bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction project; and

(ii) A surety performance bond in a sum equal to the full amount of the construction contract(s) awarded for the project, which bond shall guarantee the faithful performance of all necessary construction and completion of improvements in accordance with this Agreement, approved final plans and detailed specifications, and shall further guarantee Lessor against any losses and liability, damages, expenses, claims, and judgements caused by or resulting from any failure of Concessionaire or its contractors to completely and faithfully perform the work described as herein provided.

(b) Additional Requirements. In accordance with Section 3503.004 of the Texas Insurance Code, if a performance or payment bond is in an amount equal to ten percent (10%) of the surety's capital and surplus, Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited, or trusted to do business in thew State of Texas.

(c) Letter of Credit. In lieu of the Bonds required herein, Concessionaire may, upon the prior written consent of Lessor, provide Lessor with an irrevocable letter of credit ("**Letter of Credit**") in a form acceptable to the Director of Aviation and approved by the City Attorney, in an amount equal to the full amount of the construction contract(s) awarded for the construction work on the Leased Premises. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owning pursuant to the construction contract(s) awarded, or (ii) complete construction of the improvements contemplated by the construction contract(s).

7.5 **AUTHORIZED INSURANCE AND SURETY COMPANIES**. The insurance policies and Bonds required herein shall be written by insurance and surety companies, respectively, authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld.

7.6 **INDEMNIFICATION; WAIVER OF CLAIMS**. To the fullest extent permitted by law, Concessionaire shall indemnify, defend (with counsel satisfactory to Lessor), and hold harmless Lessor, its officers, directors, agents, and employees, and their successors and assigns, individually or collectively, from and against any and all claims, debts, demands, liabilities, losses, damages (of any kind or nature-including, but not limited to, direct damages, consequential damages, liquidated damages, and/or special damages), costs, charges, expenses (including investigation expenses and reasonable attorneys' fees), judgments, penalties, fines, liens, or causes of action of every kind or character, whether in law or in equity, arising directly or indirectly from any acts, omissions, or intentional misconduct by Concessionaire, Concessionaire Parties, or any other parties related to Concessionaire's use and occupancy of the Leased Premises, its business thereon, or any breach of this Agreement by Concessionaire, except to the extent such claims arise from the gross negligence or willful misconduct of Lessor. Concessionaire waives any and all complaints, claims, demands, and causes of action which may arise or be related to the proximity of the Leased Premises to the Airport and all operations and activities related thereto, including without limitation ground and flight operations of aircraft and ground vehicles, noises and odors related thereto, the flight of aircraft over the Leased Premises at all times during all hours of the day and night, and the like, and agrees to indemnify and hold Lessor harmless against the same at its sole cost and expense by counsel acceptable to Lessor. The requirements of this Section 7.6 shall survive the expiration or termination of this Agreement and shall bind Concessionaire's successors and assigns and inure to the benefit of Lessor's successors and assigns.

ARTICLE 8 – DAMAGE TO LEASED PREMISES; FORCE MAJEURE

8.1 **PARTIAL DAMAGE**. If all or a portion of the Leased Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but if none of the Leased Premises is rendered untenable, the same will be repaired with due diligence by Lessor,

subject to the limitations of Section 8.4; provided, however, that if the damage is caused by the negligent act or omission of Concessionaire or Concessionaire Parties, Concessionaire shall be responsible for reimbursing Lessor for the full cost and expenses incurred in such repair.

8.2 **EXTENSIVE DAMAGE**. If the damage by causes referred to in Section 8.1 shall be so extensive as to render all or a portion of the Leased Premises untenable, the same shall be repaired with due diligence by Lessor, subject to the limitations of Section 8.3 and Section 8.4. To the extent such damage or casualty has a material adverse impact on Concessionaire's business on the Leased Premises, the MAG due hereunder will be abated from the time such damage occurs until such material adverse impact is resolved or the damage is repaired (whichever is sooner), during which time the MAG will be proportionally reduced by the amount by which such damage or casualty reduces Concessionaire's business, as determined by comparing against Concessionaire's Gross Receipts during the prior Year for the same period of time. However, if said damage is caused by the negligent act or omission of Concessionaire or Concessionaire Parties, the Rent will not abate and Concessionaire shall be responsible for reimbursing Lessor for the full cost and expenses incurred in such repair.

8.3 **TOTAL DAMAGE**.

(a) In the event that the main club house or any other building on the Leased Premises is completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable within the last two (2) years of the Term, Lessor shall be under no obligation to repair, replace, and reconstruct said premises, and the MAG due hereunder will be abated from the time such damage occurs until such material adverse impact is resolved or the damage is repaired (whichever is sooner), during which time the MAG will be proportionally reduced by the amount by which such damage or casualty reduces Concessionaire's business, as determined by comparing against Concessionaire's Gross Receipts during the prior Year for the same period of time. If within three (3) months after the time of such damage or destruction such portions of the Leased Premises shall not have been repaired or reconstructed, Concessionaire, upon thirty (30) days written notice to Lessor, may terminate this Agreement in its entirety or only as to that portion of the Leased Premises completely destroyed as of the date of such damage or destruction.

(b) Notwithstanding the foregoing, if the Leased Premises, or a portion thereof, are completely destroyed as a result of the negligent act or omission of Concessionaire or Concessionaire Parties, the MAG shall not abate and Lessor may, in its discretion, either (i) require Concessionaire to repair and reconstruct the said premises within twelve (12) months of such destruction and pay the full cost and expense therefor, (ii) Lessor may repair and reconstruct the said premises within twelve (12) months of such destruction and Concessionaire shall be responsible for reimbursing Lessor for the full costs and expenses incurred in such repair.

8.4 **LIMITATION OF LESSOR'S OBLIGATIONS**. It is understood that, in the application of this Article 8, Lessor's obligations shall be limited to repair or reconstruction of the Leased Premises to the same extent and of equal quality existing as of the Commencement Date. Concessionaire shall be solely responsible for the replacement of FF&E, decorations, and other furniture, equipment, and supplies, and the cost thereof, and such replacements shall be of a quality at least equivalent to that originally installed or leased hereunder.

8.5 **FORCE MAJEURE**. Neither Party shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to circumstances for which such Party is not responsible and which are not in its power to control, including, but not limited to, strikes, boycotts, labor disputes, shortages of materials that cannot be reasonably mitigated, fires, explosions, floods, earthquakes, acts of God, acts of public enemy, acts of a Governmental Entity (not including that of the City), severe weather conditions, riots, rebellion, sabotage, or pandemic ("**Force Majeure Event**"). Notwithstanding the foregoing, Concessionaire shall not be relieved of its obligation to pay the MAG due to a Force Majeure Event except as expressly provided in this Article 8.

ARTICLE 9 – TERMINATION

9.1 **TERMINATION BY CONCESSIONAIRE**. Provided Concessionaire is not in default in the payment of Rent, fees, or other charges payable to Lessor hereunder and is not otherwise in default of this Agreement, Concessionaire may terminate this Agreement not less than ninety (90) days after providing written notice to Lessor upon or after the occurrence of any one or more of the following events:

(a) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Leased Premises, or any substantial part or parts thereof, in such a manner as to substantially restrict Concessionaire for a period in excess of ninety (90) consecutive days from operating thereon;

(b) Issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Leased Premises as a golf course, and the remaining in force of such injunction for a period of at least ninety (90) consecutive days;

(c) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) days after receipt from Concessionaire of written notice to remedy the same;

(d) Failure of Lessor, in accordance with the terms of Section 8.3, to repair and reconstruct (or require Concessionaire to repair and reconstruct) the Leased Premises or portion thereof, that are completely destroyed; or

Passage of any ordinance by the City which substantially and materially affects Concessionaire's existing rights of operation under this Agreement as to render Concessionaire's business permitted hereunder inoperable.

9.2 **TERMINATION BY LESSOR**.

(a) Concessionaire Default. The occurrence of any one or more of the following listed events of default ("**Events of Default**") shall constitute a breach of this Agreement by Concessionaire:

(i) The failure of Concessionaire to pay any Rent or any other amount payable under this Agreement within ten (10) days after written notice by Lessor that the same is due and payable;

(ii) The failure of Concessionaire to comply with its obligations under Section 4.1(d), Section 4.2, or Section 4.3 herein, related to providing Monthly Statements and Annual Statements, keeping and providing Records, and complying with audits of Concessionaire's Records;

(iii) The abandonment of the Leased Premises or any substantial part thereof, provided, failure of Concessionaire to operate the Golf Course and to provide the services contemplated by this Agreement for a period of thirty (30) days shall constitute abandonment by Concessionaire, except to the extent Concessionaire has obtained the prior written consent of Lessor;

(iv) In the event any interest of Concessionaire under this Agreement is levied upon under execution which levy is not lifted within sixty (60) days;

(v) The filing by, on behalf of, or against Concessionaire of any petition or pleading to declare Concessionaire bankrupt, whether voluntary or involuntary, under any bankruptcy act or law, which petition is not dismissed within ninety (90) days;

(vi) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Concessionaire insolvent or unable to pay its debts, which proceeding is not dismissed within ninety (90) days;

(vii) The assignment by Concessionaire of all or any part of its property or assets for the benefit of creditors;

(viii) The assignment, sublease, or transfer of this Agreement by Concessionaire without Lessor's prior written consent;

(ix) The failure of Concessionaire to obtain or maintain insurance as required under Article 7 herein, which Concessionaire shall have three (10) days from Lessor's notice of the same to cure such Event of Default; and

(x) The failure of Concessionaire to perform, fully and promptly, any obligation required under this Agreement, or otherwise to comply with any term or provision hereof.

(b) Termination for Concessionaire Default. Upon the occurrence of any Event of Default, if Concessionaire fails to cure such default within fifteen (15) days from the time Lessor provides written notice thereof to Concessionaire, or, if applicable, within the shorter cure period provided in Section 9.2(a)(ix) above then Lessor may terminate this Agreement by written notice to Concessionaire, which termination shall be effective as of the date of said notice, and may re-enter and take possession of the Leased Premises; provided, however, should the nature of the default be such that it cannot be cured within sixty (60) days, Concessionaire shall be deemed to have cured such default if within such sixty (60) day period it shall commence performance and thereafter diligently prosecute the same to completion.

(c) No Waiver. No waiver by Lessor of default by Concessionaire of any of the terms, covenants, or conditions hereof to be performed, kept, and preserved by Concessionaire

shall be construed to be a waiver of any subsequent default. The acceptance of Rent (or any other amounts due under this Agreement) or the performance of all or part of this Agreement by Lessor for or during any period or periods after default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by Concessionaire, shall not be deemed a waiver of any right on the part of Lessor to declare a default, terminate this Agreement for a subsequent breach thereof, or seek any other remedy at law or in equity.

(d) Reservation of Rights. Notwithstanding the foregoing, Lessor reserves all rights and remedies at law or in equity to recover for any uncured Event of Default or other violation of this Agreement resulting in damages, loss, or harm to Lessor. This Section 9.2(d) shall survive expiration or termination of this Agreement.

9.3 **LESSOR RIGHT OF ENTRY UPON TERMINATION**. In the event Lessor terminates this Agreement pursuant to Section 9.2, Lessor shall have the right to enter upon and take possession of the Leased Premises. In such case, Lessor shall use its reasonable best efforts to relet the Leased Premises upon commercially reasonable terms, and if a sufficient sum shall not be realized thereby, after paying expenses of such reletting, to satisfy the Rent and other sums herein agreed to be paid by Concessionaire, Concessionaire shall pay any such deficiency. Concessionaire shall hold Lessor harmless from any loss, damage, or claim arising out of the action of Lessor in pursuance of this Section 9.3, except for any loss, damage, or claim caused by the negligence of Lessor or its employees.

ARTICLE 10 – ASSIGNMENT AND SUBLETTING

Concessionaire shall not lease, sell, assign, or transfer this Agreement or any interest in this Agreement, including its leasehold interest in the Leased Premises, without the prior written consent of Lessor, which may be withheld in Lessor's sole and absolute discretion. Concessionaire shall not sublease the Leased Premises or any portion thereof, nor shall Concessionaire assign any privileges granted herein without the prior written consent of Lessor. Any such assignment or sublease without Lessor's prior written consent shall be void *ab initio* and of no force or effect. Any assignment or subcontract permitted by Lessor will not constitute any release of Concessionaire's obligation to perform its obligations hereunder and to make all of the payments required under this Agreement.

ARTICLE 11 – TAXES AND LICENSES

11.1 **TAXES**. Concessionaire shall pay, or in good faith contest, all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Concessionaire or Lessor with respect to the Leased Premises, the FF&E on the Leased Premises, the leasehold privileges and operations hereunder, or Concessionaire's rights to use the Leased Premises during the Term. Should Concessionaire in good faith contest any such tax or governmental charge, Concessionaire may not permit said tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to Lessor such action will not adversely affect any right or interest of Lessor.

11.2 **LICENSES AND PERMITS**. Concessionaire, at its sole cost and expense, shall obtain and maintain all licenses and/or permits necessary or required by Applicable Law for Concessionaire's Permitted Use under this Agreement, including, but not limited to, the construction of additions or improvements, the installation of FF&E, the operation of a restaurant,

the provision of alcoholic beverages, and any other licenses or permits necessary to operate the Golf Course and the facilities thereon. Lessor shall assist Concessionaire where necessary and appropriate in obtaining said licenses and permits.

ARTICLE 12 – LESSOR RIGHT OF ENTRY

12.1 **INSPECTION OF PREMISES**. Lessor or its duly authorized representatives, agents and other persons acting for it, shall have the full and unrestricted right to enter upon the Leased Premises at any and all reasonable times for the purpose of inspection for fire protection, safety, and maintenance, to exercise any of its rights or obligations under or incidental to this Agreement, and to investigate compliance with the terms of this Agreement. Notwithstanding the foregoing, Lessor may enter upon the Leased Premises at any and all times in the case of emergency.

12.2 **SHOWINGS FOR FUTURE TENANTS**. Lessor shall have the right to show the Leased Premises to others at any time within six (6) months prior to the date of expiration or termination of this Agreement.

12.3 **FACILITY MAINTENANCE**.

(a) Lessor, through its duly authorized agents, may at any reasonable time and without notice enter upon the Leased Premises to determine if Concessionaire is performing its obligations under Article 6, including whether satisfactory maintenance and repairs are being performed. If it is determined that such obligations are not being performed in accordance with the requirements of this Agreement, Lessor shall so notify Concessionaire in writing specifying the issues concerning Concessionaire's performance or nonperformance of its obligations. If any such obligations are not satisfactorily performed or ongoing with due diligence by Concessionaire within fifteen (15) days after receipt of Lessor's written notice, Lessor shall have the right to enter upon the Leased Premises and perform said obligations and Concessionaire shall promptly reimburse Lessor for the cost thereof, plus ten percent (10%) thereof for administrative overhead.

(b) Lessor, through its duly authorized agents, shall have the right to enter the Leased Premises to (i) perform essential maintenance, repair, relocation, or removal of existing facilities owned by Lessor, including but not limited to wires, pipes, drains, cables, and conduits located on or across the Leased Premises, (ii) to construct, maintain, repair, relocate, and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, and/or (iii) to make improvements or repairs as contemplated in Section 6.1, provided that such work shall not unreasonably disrupt or unduly interfere with Concessionaire's Permitted Use.

(c) Nothing herein shall be construed to impose upon Lessor any obligations to construct or maintain or to make repairs, replacements, alterations, or additions, or shall create any liability for any failure to do so. Furthermore, nothing herein shall be construed to lessen Concessionaire's responsibilities under Article 6.

ARTICLE 13 – ENVIRONMENTAL COMPLIANCE

13.1 **GENERAL CONDITIONS**. Concessionaire agrees that in conducting any activities or business on the Leased Premises or on Airport property pursuant to this Agreement,

Concessionaire shall comply, and require its Concessionaire Parties comply, with any and all Environmental Laws. Concessionaire further agrees, without limitation:

(a) Hazardous Materials. Concessionaire and its Concessionaire Parties shall not use, store, generate, manufacture, produce, handle, treat, dispose, transport, or conduct operations involving Hazardous Materials whether intentionally or unintentionally, at or from the Leased Premises in violation of any Environmental Laws. Without limiting the foregoing, Concessionaire and its Concessionaire Parties shall not discharge Hazardous Materials into the sewer and/or storm water drainage systems, or cause any Hazardous Materials to be placed, held, stored, processed, treated, released or disposed of on or about the Leased Premises in violation of Environmental Laws. Concessionaire shall, at no cost or expense to Lessor, promptly remove and remedy, in accordance with the requirements of Environmental Laws, all Hazardous Materials present in, on, under, or migrating from the Leased Premises in violation of Environmental Laws, as a result of the acts or omissions of Concessionaire or any Concessionaire Party or its or their use or occupancy of the Leased Premises; provided, however, that Concessionaire has no obligation to remove any Hazardous Materials in, on, under, or migrating from the Leased Premises as a result of (i) the acts or omissions of third parties other than Concessionaire Parties or Concessionaire's predecessors in interest ; or (ii) the acts or omissions of Lessor, unless Concessionaires acts or omissions exacerbated such Hazardous Materials. However, Concessionaire shall bear the burden of providing evidence to Lessor that any Hazardous Materials in, on, under, or migrating from the Leased Premises were not exacerbated by the acts or omissions of Concessionaire and are a result of (i) the acts or omissions of third parties other than Concessionaire Parties or Concessionaire's predecessors in interest; or (ii) the acts or omissions of Lessor.

(b) Recordkeeping. Concessionaire shall maintain, in an orderly and easily accessible manner, all correspondence and communications with any Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated or disposed of in, on or about the Leased Premises, or transported to or from the Leased Premises by Concessionaire or Concessionaire Parties. Concessionaire must maintain these records for the period of time as is required by Environmental Laws or ten (10) years following termination of this Agreement, whichever time is longer.

(c) Environmental Permits. Concessionaire, at its expense, shall obtain, maintain and comply with any and all permits required by any Environmental Laws to conduct the activities or business in which Concessionaire or its Concessionaire Parties will engage on the Leased Premises.

(d) Review of Environmental Documents. At Lessor's written request, Concessionaire shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all non-privileged correspondence and communications with Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated, managed, or disposed of in, on, or about the Leased Premises, or transported to or from the Leased Premises by Concessionaire or Concessionaire Parties.

(e) Cooperation with Investigations. Concessionaire agrees to cooperate with any investigation, audit, or inquiry by Lessor or any Governmental Authority regarding possible violation of any Environmental Laws upon the Leased Premises.

(f) Access for Environmental Inspection. Lessor shall have access to the Leased Premises upon reasonable prior notice to inspect the same in order to confirm that Concessionaire is in compliance with the requirements of this Article 13; provided, however, that Lessor may enter the Leased Premises for such purposes without prior written notice in the event of an emergency pertaining to Environmental Laws, as determined by Lessor. Concessionaire agrees to fully cooperate with any such inspections; provided that such inspections shall not unreasonably interfere with Concessionaire's operations. If Lessor reasonably believes or has received information leading it to reasonably believe that Concessionaire's operations are not in compliance with the requirements of this Article 13, then, upon request by Lessor, Concessionaire shall conduct such inspection, testing, and analysis as Lessor reasonably deems necessary to ascertain whether Concessionaire is in compliance with this Article 13. Concessionaire shall pay all actual costs associated with any such environmental inspection, testing, and analysis. Any such tests shall be conducted by qualified independent environmental consultants chosen by Concessionaire, but such environmental consultants, and the scope and the methods of such investigation, shall be subject to Lessor's approval, which shall not be unreasonably withheld. Concessionaire shall provide copies of any and all relevant reports prepared by such experts to Lessor within a reasonable time after Concessionaire receives such reports.

(g) Duty to Notify Authority. In the event of any Release or threatened Release of Hazardous Materials caused by or discovered by Concessionaire or any Concessionaire Party at, on, under, or about the Leased Premises or the Airport, or in the event any claim, demand, complaint, or action arising under Environmental Laws is made or taken against Concessionaire with respect to activities on the Leased Premises or the Airport, or if Concessionaire receives any notice pertaining to Concessionaire's failure or alleged failure to comply with any Environmental Laws at the Leased Premises, Concessionaire shall notify Lessor of all known facts pertinent to such Release, threatened Release, claim, demand, complaint, action, or notice, and shall provide Lessor with copies of any and all claims, demands, complaints, notices, or actions so made no later than twenty-four (24) hours following receipt of the same. If Concessionaire is required by any Environmental Laws or applicable Governmental Authority to file any notice or report of a Release or threatened Release at, on, under or about the Leased Premises or the Airport, Concessionaire shall simultaneously provide a copy of such notice or report to Lessor.

13.2 **ENVIRONMENTAL REMEDIATION**.

(a) General Obligations. Concessionaire shall undertake all necessary steps to remedy and remediate a Release of Hazardous Materials or other condition to the extent required by Environmental Laws or the requirements of this Agreement to the extent caused by, or resulting from the activities, conduct or omissions of Concessionaire or its Concessionaire Parties, on the Leased Premises or at the Airport, as necessary to reasonably protect the public health and safety to the extent required by Applicable Law and/or to bring the Leased Premises or the Airport into compliance with all Environmental Laws applicable to the Leased Premises or Concessionaire's operations. Specific cleanup levels for any environmental remediation work Concessionaire performs shall be designed to meet and satisfy the requirements of all Environmental Laws

applicable to the Leased Premises or Concessionaire's operations as are consistent with the continued use of the affected areas for its use as a golf course, including any risk-based clean-up standards approved by any Governmental Authority having jurisdiction and approved by Lessor, whose approval shall not be unreasonably withheld. Such work shall be performed at Concessionaire's expense. Except in the event of an emergency, such work shall be performed only after Concessionaire submits to Lessor a written plan for completing such work and receives the prior approval of Lessor, which shall not be unreasonably withheld. Lessor shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Concessionaire. Concessionaire expressly warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws. Concessionaire shall not enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Release of Hazardous Materials or other condition in violation of Environmental Laws on, at, or from the Leased Premises or the Airport without first notifying Lessor of Concessionaire's intention to do so and affording Lessor a reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect Lessor's interest with respect thereto, which appearance or intervention by Authority will be at Lessor's sole cost and expense.

(b) Obligations Upon Termination. At the expiration or termination this Agreement, Concessionaire shall dispose of all Hazardous Materials and containers in compliance with all applicable Environmental Laws and shall complete all actions necessary to bring the Leased Premises into full compliance with this Article 13 and all Environmental Laws. Concessionaire shall provide Lessor with copies of all waste manifests for Hazardous Materials removed from the Leased Premises at least thirty (30) days prior to the termination or expiration date of the Agreement.

(c) Step-In Rights. Notwithstanding Concessionaire's obligations under this Section 13.2, Lessor and any Governmental Authorities shall at all times have the right, should Concessionaire fail to comply with its obligations in subsection (a) or (b) of this Section 13.2, after reasonable advance written notice, which shall include a reasonable opportunity to cure (except where a Governmental Authority other than Lessor is empowered by Applicable Law to act without notice), or immediately, if necessary to prevent additional harm to the environment, to take any and all actions as they individually or collectively may reasonably deem necessary to cease, contain, investigate, remediate, or otherwise respond to a condition which results from, causes, or threatens to cause a Release of Hazardous Materials or other condition in violation of Environmental Laws at, under, or about the Leased Premises or at the Airport. Concessionaire agrees to cooperate with any and all such actions.

13.3 **NO LIABILITY FOR BUSINESS INTERRUPTION**. Lessor shall not be responsible to Concessionaire or any Concessionaire Party for any Hazardous Materials in existence in, on, under, or migrating from the Leased Premises or at the Airport, which condition may interfere with Concessionaire's business or other operations or activities, or which might otherwise cause damages to Concessionaire through loss of business, destruction of property, or injury to Concessionaire, its Concessionaire Parties, customers, or clients, except to the extent such conditions are caused by the actions or omissions of Lessor.

13.4 **ENVIRONMENTAL INDEMNIFICATION**. In addition to any and other requirements of Concessionaire to indemnify and hold Lessor harmless under this Agreement, Concessionaire shall also indemnify, defend (with counsel satisfactory to City), and hold harmless Lessor, its officers, directors, agents, and employees, and their successors and assigns, from and against any and all loss, cost, damage, expense (including reasonable attorney's fees), claim, demand, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from Concessionaire's violation of this Article 13, Environmental Laws, and/or any Release or threat of Release of Hazardous Materials caused by Concessionaire's or Concessionaire's Parties' use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Leased Premises or the Airport in violation of Concessionaire's obligations under this Agreement ("**Environmental Claims**"). This indemnification shall include without limitation (a) personal injury or property damage claims, (b) the payment of liens, (c) diminution in the value of the Leased Premises or the Airport, (d) damages for the loss or restriction on use of the Leased Premises or the Airport, (e) sums paid in settlement of claims, (f) actual attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remediation, removal, or restoration work, detoxification, and/or reporting obligations if required by any Governmental Authorities or Environmental Laws, or deemed necessary in Lessor's reasonable judgment. Lessor shall have the right but not the obligation to join and participate in, and control, if it so elects, any legal proceedings or actions initiated in connection with the Environmental Claims. Lessor may also negotiate, defend, approve, and appeal any action taken or issued by any Governmental Authorities with regard to Environmental Claims. Any costs or expenses incurred by Lessor for which Concessionaire is responsible under this Section 13.4 or for which Concessionaire has indemnified Lessor: (i) shall be paid to Lessor on demand, during the Term as additional Rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Concessionaire on demand. The requirements of this Section 13.4 shall survive the expiration or termination of this Agreement and shall bind Concessionaire's successors and assigns and inure to the benefit of Lessor's successors and assigns.

13.5 **REMEDIES CUMULATIVE**. Concessionaire agrees that all remedies of Lessor as provided in this Article 13 with regard to Hazardous Materials, or violations of any Environmental Laws shall be deemed cumulative in nature and Lessor's right to indemnification as provided under this Article 13 shall survive the termination of this Agreement.

13.6 **SURVIVAL**. The rights and obligations of this Article 13 shall survive the expiration or termination of this Agreement and shall bind Concessionaire's successors and assigns and inure to the benefit of Lessor's successors and assigns, except those rights and/or obligations which by their nature or context are not intended survive the expiration or termination of this Agreement.

ARTICLE 14 –FEDERAL REQUIREMENTS

14.1 **PUBLIC USE AND FEDERAL GRANTS**. The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958, as amended, and grant agreements between Lessor and the federal government containing assurances guaranteeing the public use of the Airport, so that nothing contained in this Agreement

shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

14.2 **RIGHT TO DEVELOP AIRPORT**. Lessor, in its sole and absolute discretion, reserves the right to further develop or improve the Airport and all landing areas, terminals, and taxiways as it may see fit, regardless of the desires or views of Concessionaire or its subcontractors and without interference or hindrance therefrom.

14.3 **SUBORDINATION TO GRANT AGREEMENTS**. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between Lessor and the United States of America or the State of Texas, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Lessor of federal or state funds for the development of the Airport ("**Grant Assurances**"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, Lessor has the right to unilaterally amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation. Furthermore, in the event that the Federal Aviation Administration or the Texas Department of Transportation or either of their successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds.

14.4 **FEDERAL RIGHT TO RECLAIM**. In the event a United States Governmental Authority demands and takes over the entire facilities of the Airport or the portion thereof wherein the Leased Premises are located, for public purposes, for a period in excess of ninety (90) days, then this Agreement will terminate and Lessor will be released and fully discharged from any and all liability hereunder. In the event of such termination, Concessionaire's obligation to pay Rent, fees and charges will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

14.5 **NON-DISCRIMINATION**. Concessionaire shall comply with the non-discrimination requirements set forth in **Exhibit H**, attached hereto and incorporated herein. In addition to such requirements, Concessionaire for itself, its successors, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

(a) No person shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the Leased Premises because of his or her race, color, sex, national origin, physical disability, or veteran status.

(b) In the construction of any improvements on, over, or under the Leased Premises, and in providing the furnishings or services thereon, no person shall be excluded from participation in, or denied the benefits of, such construction or service, or otherwise be subjected to discrimination, because of his or her race, color, sex, national origin, physical disability, or veteran status.

(c) Concessionaire shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as said regulations now or hereafter provide.

ARTICLE 15 – EMINENT DOMAIN

15.1 **TOTAL TAKING**. If the entire Leased Premises, or a substantial portion thereof (the taking of which would render Concessionaire's business untenable on the Leased Premises), shall be lawfully taken, condemned, or conveyed under threat of such taking or condemnation for any public or quasi-public use or purpose, the Term of this Agreement shall end upon, and not before, the date of the taking of possession by the condemning authority. Rent shall be apportioned as of the date of such termination.

15.2 **PARTIAL TAKING**. If any part of the Leased Premises not constituting a substantial part thereof shall be lawfully taken, condemned, or conveyed under threat of such taking or condemnation, or if the grade of any street adjacent to the Leased Premises is changed by any competent authority and such taking or change of grade makes it necessary or desirable to substantially remodel or restore the Leased Premises, Lessor shall have the right to terminate this Agreement, such termination to take place not later than the date of this taking of possession by the condemning authority. Rent shall be apportioned as of the date of such termination. No money or other consideration shall be payable by Lessor to Concessionaire for the right of termination herein.

15.3 **NOTICE**. The Party receiving notice of an intended taking, condemnation, or exercise of eminent domain shall give the other Party notice of such action within a reasonable time of its receipt of the same.

15.4 **AWARDS NOT LIMITED**. If any Notwithstanding any provision in this Agreement to the contrary, Lessor and Concessionaire shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceeding. Termination of this Agreement shall not affect the rights of the respective Parties to such awards.

ARTICLE 16 – AIRPORT SPONSORED EVENTS

Subject to availability based on Concessionaire's priority use of the Leased Premises, Lessor shall be entitled to use of the public areas (non-golf course areas) of the Leased Premises, rent-free as to the use of the space, for civic-oriented, community not-for-profit, or educational events, such as City ceremonies, conferences, conventions, meetings and training sessions, for the benefit of the Airport ("**Airport Sponsored Events**"). Lessor shall not attempt to schedule and shall not be authorized to use the Leased Premises for any Airport Sponsored Events without the prior written consent of Concessionaire, which may not be unreasonably withheld, conditioned, or delayed. Lessor and Concessionaire each agree that the scheduling of Airport Sponsored Events will be a cooperative endeavor, and Lessor and Concessionaire each agree to recognize, and in good faith, attempt to accommodate Lessor with respect to the scheduling of up to four (4) Airport Sponsored Events per year. Lessor shall be responsible for any golf related fees and food and beverage service costs as then customarily being charged to the public.

In order to schedule an Airport Sponsored Event, Lessor shall notify Concessionaire in writing of Lessor's intent to hold an Airport Sponsored Event at the Leased Premises, which notice shall be given not less than thirty (30) days prior to the proposed Airport Sponsored Event and shall include a full and complete written description of that event.

ARTICLE 17 – GENERAL PROVISIONS

17.1 **NO LIENS**. Concessionaire shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Leased Premises by Concessionaire, and shall keep said Leased Premises and Concessionaire's interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission, or that of its Concessionaire Parties. Nothing herein shall prevent Concessionaire from, in good faith, contesting any such lien.

17.2 **ENCUMBRANCE OF FEE OR LEASEHOLD INTEREST PROHIBITED**. Concessionaire shall not encumber Lessor's fee interest in the Leased Premises or Concessionaire's interest in or its rights under this Agreement, including but not limited to its leasehold interest in the Leased Premises or the Leased FF&E, by any mortgage, deed of trust, or other instrument in the nature of a security agreement, lien, mortgage, or deed of trust.

17.3 **QUIET ENJOYMENT**. Lessor agrees that Concessionaire, upon payment of the Rent and all other payments, fees, and charges required under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises and FF&E thereon during the Term.

17.4 **COMPLIANCE WITH LAWS**. Concessionaire shall conduct, and shall cause its Concessionaire Parties to conduct, all activities permitted or required under this Agreement in accordance with all Applicable Law, including, without limitation, the Airport Rules and Regulations and all permits and licenses which may be necessary or required for the proper operation of Concessionaire's business; provided, however, Concessionaire shall use its best efforts to lawfully prevent any unreasonable inhibition or restriction of Concessionaire's or Lessor's rights under this Agreement.

17.5 **WAIVERS**. No waiver by Lessor or Concessionaire at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of Concessionaire to enter or of Lessor to re-enter the Leased Premises or of either party to exercise any right, power, privilege or option arising from any default, nor subsequent payment of or acceptance of rent then or thereafter accrued, shall impair any such right, power, privilege or option or be construed to be a waiver of any such default, relinquishment thereof, or acquiescence therein, while such default is continuing. No notice by Concessionaire or by Lessor shall be required to restore or revive time as of the essence hereof after waiver by Concessionaire or by Lessor of default in one or more instances. No option, right, power, remedy or privilege of Concessionaire or Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers,

options, or remedies given to Concessionaire and to Lessor by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option, or remedy by Concessionaire or by Lessor shall not impair its right to any other right, power, option, or remedy.

17.6 **WAIVER OF CLAIMS**. Concessionaire hereby waives any claim against the City of El Paso and its elected officials, officers, agents, or employees only as regards loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

17.7 **SECURITY ARRANGEMENTS**. Lessor shall provide, or cause to be provided, during the Term, periodic patrol by Airport security officers of the Leased Premises, as well as all proper and appropriate public fire and police protection similar to that afforded to other tenants at the Airport. Concessionaire shall, at its own cost and expense, keep active during the Term the alarm system presently in place upon the Leased Premises.

17.8 **UTILITIES**. Concessionaire shall provide, maintain, and pay all utility charges for all utilities used on the Leased Premises, including deposits, installation costs, meters, and service charges. Payment of utilities shall not be considered a payment of Rent or credit against any other provision of this Agreement. Concessionaire shall pay before delinquency all charges for water, sewer, gas, heat, air cooling, electricity, power, telephone, garbage, and other utility services used on or serving the Leased Premises during the Term of this Agreement.

17.9 **SIGNS**. Exterior signs on the Leased Premises shall be limited to those identifying the Golf Course and related uses conducted on the Leased Premises. All signs, including the size, design, and location thereof, shall require the prior written approval of Lessor's Director of Aviation which will not be unreasonably withheld. Temporary signs may not be displayed for more than 30 days. No sign shall be permitted on the roof of any building. This requirement does not apply to typical golf course signage located at tee boxes or course directional signage.

17.10 **INDEPENDENT CONTRACTOR**. The Parties agree that Concessionaire is an independent contractor and not subject to the direction or control of the City, except as specified in this Agreement or provided by Applicable Law.

17.11 **PUBLIC RECORDS ACT**. This Agreement, and the records submitted to Lessor hereunder, are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

17.12 **SEVERABILITY**. The invalidity of any part, portion, article, paragraph, section, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, section, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by Applicable Law.

17.13 **TERMS BINDING UPON SUCCESSORS**. All the terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. The provisions of this Section 17.13 shall not be deemed as a waiver

of any of the limitations and conditions of assignment or subletting set forth in Article 10 of this Agreement.

17.14 **TIME OF ESSENCE**. Time is expressly agreed to be of the essence in this Agreement.

17.15 **NOTICE**. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid or by nationally recognized overnight courier, addressed to the proper party at the following addresses:

If to Lessor:	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1091
with a copy to:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
If to Concessionaire:	Lone Star Golf Club Attn: General Manager 1510 Hawkins Blvd El Paso, TX 79925
with a copy to:	Bill Collins 505 Mallory Lane El Paso, TX 79912
and email to:	Bill.Collins.Bus@gmail.com maponce617@gmail.com

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. Either Party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to the other Parties in the manner set forth in this Section 17.15.

17.16 **DEALINGS WITH LESSOR**. Whenever in this Agreement Concessionaire is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with Lessor, Concessionaire shall deal with Lessor's authorized representative who shall be the Director of Aviation or his/her designee.

17.17 **GOVERNING LAW AND VENUE**. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Texas. Venue for

any action brought pursuant to this Agreement will be in El Paso County, Texas, or in the United States District Court for the Western District of Texas.

17.18 **AMENDMENT**. All duties, obligations, and liabilities of Lessor and Concessionaire with respect to the Leased Premises are expressly set forth herein and this Agreement can only be amended by a written instrument agreed to and executed by both Parties.

17.19 **HEADINGS**. The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

17.20 **ENTIRE AGREEMENT**. The provisions of this Agreement contain the entire understanding between Parties hereto and said Agreement.

(*Signatures on the following page*)

IN WITNESS WHEREOF, Lessor and Concessionaire have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LESSOR:
CITY OF EL PASO:
a Texas municipal corporation
By: _____
Name: Dionne Mack
Title: City Manager

ATTEST:

By: _____
Name: Laura D. Prine
Title: City Clerk

APPROVED AS TO FORM:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Juan Antonio Nevarez, CM, AC, IACE
Director of Aviation

ACKNOWLEDGEMENT

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.

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Concessionaire signature page on following page)

CONCESSIONAIRE

EP GOLFCO LLC,
a Texas limited liability company

By: _____
Name: William C. Collins
Title: Manager

ACKNOWLEDGEMENT

THE STATE OF Texas)
)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 8 day of December 2025, by William Collins, as manager for the Concessionaire.

_____
Notary Public, State of Texas

My Commission Expires:

10/18/2026

MARLEN ENRIQUEZ
Notary Public, State of Texas
Comm. Expires 10-18-2026
Notary ID 134021609

EXHIBIT A

Leased Premises

A portion of Morehouse Survey No. 12 and a portion of Section 40, Block 80 TSP 2 T&P Survey, City of El Paso, El Paso County, Texas, being more particularly descried in EXHIBIT A, attached hereto and made a part hereof, and municipally known as Lone Star Golf Club (f/k/a/ Cielo Vista Golf Course) located at 1510 Hawkins Blvd., El Paso, Texas.

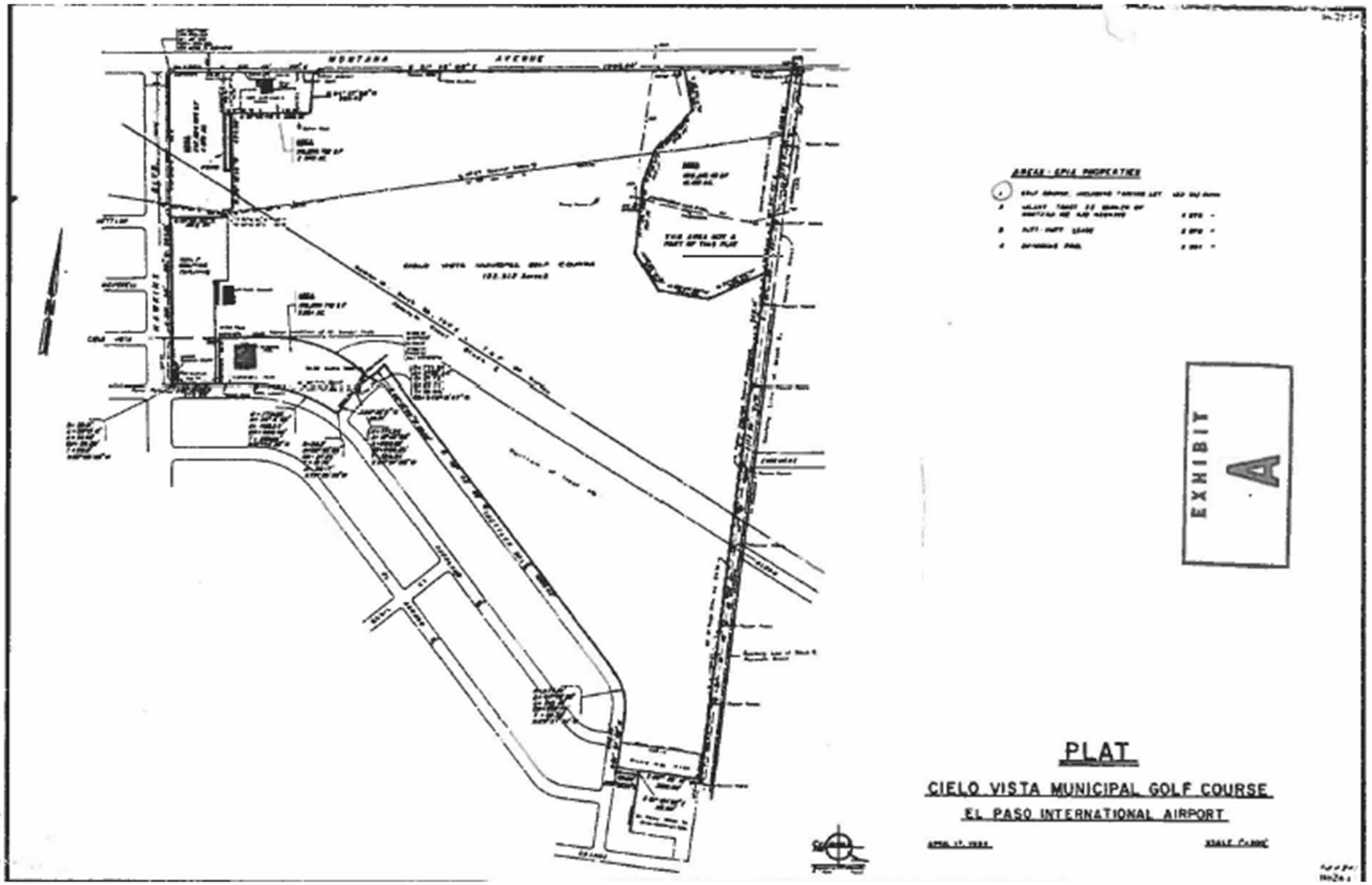

MONTANA AVENUE
EXHIBIT
A
PLAT
CIELO VISTA MUNICIPAL GOLF COURSE
EL PASO INTERNATIONAL AIRPORT

EXHIBIT B-1

Leased FF&E

Name	QTY
RESTAURANT TABLES	16
RESTAURANT BARREL CHAIR W/ VINYL	72
DRINKING WATER FOUNTAIN (Not functional)	1
CONCRETE TRASH RECEPTACLE	6
METAL BAG RACKS	2
MAINTENANCE METAL LOCKERS	8
CART BARN AIR COMPRESSOR	1

EXHIBIT B-2

Concessionaire FF&E

Year	Name	Serial #	Replacement Cost	QTY	Total	CURRENT FMV
2024	Yanmar Tractor w/ Attachments	YMJ50036PMLK00182	$ 60,000.00	1	$ 60,000.00	$ 60,000.00
2000	CLUB CAR 272	QG0051-965019	$ 11,700.00	1	$ 11,700.00	$ 3,510.00
2006	CLUB CAR CARRYALL	HG0609-605342	$ 11,700.00	1	$ 11,700.00	$ 3,510.00
2003	TORO WALKMOWER	0421-240001550	$ 12,000.00	1	$ 12,000.00	$ 3,600.00
2003	TORO WALKMOWER	04021-210000253	$ 12,000.00	1	$ 12,000.00	$ 3,600.00
1996	TORO WALKMOWER	04050-10696	$ 12,000.00	1	$ 12,000.00	$ 3,600.00
2003	TORO WALKMOWER	04021-23000288	$ 12,000.00	1	$ 12,000.00	$ 3,600.00
2003	TORO WALKMOWER	04021-230000294	$ 12,000.00	1	$ 12,000.00	$ 3,600.00
2008	JOHN DEERE TOPDRESSER	TC100GX040007	$ 16,000.00	1	$ 16,000.00	$ 4,800.00
1986	CASE 485 TRACTOR		$ 56,000.00	1	$ 56,000.00	$ 16,800.00
2006	JOHN DEERE AERATOR	TC800AC045234	$ 15,000.00	1	$ 15,000.00	$ 4,500.00
2000	TORO TRIPLEX	04354-2000000124	$ 38,000.00	1	$ 38,000.00	$ 11,400.00
2003	JOHN DEERE FAIRWAR MOWER	TC3235T030076	$ 70,000.00	1	$ 70,000.00	$ 21,000.00
1994	JOHN DEERE FAIRWAR MOWER	M03235A010125	$ 70,000.00	1	$ 70,000.00	$ 21,000.00
2003	JOHN DEERE SPRAYER	TC200GX030095	$ 11,000.00	2	$ 22,000.00	$ 6,600.00
1991	MASSEY FERGUSON	530917M3F/9A275391	$ 46,000.00	1	$ 46,000.00	$ 13,800.00
1996	AGRIMETAL BLOWER	BW360	$ 449.00	1	$ 449.00	$ 134.70
1997	BEAR CAT CHIPPER	72928	$ 2,600.00	1	$ 2,600.00	$ 780.00
1994	SLIT SEEDER	93519205	$ 2,500.00	1	$ 2,500.00	$ 750.00
2000	BILLY GOAT BLOWER	QB883	$ 1,600.00	1	$ 1,600.00	$ 480.00
1992	GAS PUMP	4725-0197		1	$ -	$ -
2000	FOLEY REEL GRINDER		$ 750.00	1	$ 750.00	$ 225.00
1997	INDUSTRIAL PRESS	RP55	$ 800.00	1	$ 800.00	$ 240.00
2004	CRAFTSMAN ROTOR TILLER	917294482	$ 700.00	1	$ 700.00	$ 210.00
2008	STIHL CHAIN SAW	M5361	$ 229.00	2	$ 458.00	$ 137.40
2000	STIHL TREE PRUNNER		$ 749.00	2	$ 1,498.00	$ 449.40
	SHOVELS		$ 35.00	11	$ 385.00	$ 115.50
	MECHANICS TOOL SET		$ 7,500.00	1	$ 7,500.00	$ 2,250.00
1985	PICKUP TRUCK		$ 22,000.00	1	$ 22,000.00	$ 6,600.00
	JOHN DEERE SAND PRO	TC1200A-13579	$ 14,000.00	1	$ 14,000.00	$ 4,200.00
	RAKES		$ 80.00	2	$ 160.00	$ 48.00
	STEEL RAKES		$ 50.00	5	$ 250.00	$ 75.00
	CUP CUTTER		$ 500.00	2	$ 1,000.00	$ 300.00
	HEDGE TRIMMER		$ 359.00	3	$ 1,077.00	$ 323.10
	ARC WELDER		$ 1,000.00	1	$ 1,000.00	$ 300.00
	METAL SAN DRAG		$ 400.00	2	$ 800.00	$ 240.00
	ROUGH MOWER ATTCH	33145-50114	$ 3,500.00	1	$ 3,500.00	$ 1,050.00
	TORO VERTICUT REELS		$ 3,000.00	3	$ 9,000.00	$ 2,700.00
	TORO MOWING REELS		$ 575.00	9	$ 5,175.00	$ 1,552.50
	RAIN BIRD IRRIGATION COMPUTER		$ 3,000.00	1	$ 3,000.00	$ 900.00
	KITCHEN STOVES/GRILLS/REFRIGERATORS		$ 25,000.00	1	$ 25,000.00	$ 7,500.00
	TOOLS AND EQUIPMENT CART BARN		$ 6,000.00	1	$ 6,000.00	$ 1,800.00
	MISCELLANEOUS EQUIPMENT		$ 45,000.00	1	$ 45,000.00	$ 13,500.00
			TOTAL REPLACEMENT VALUE		$ 572,602.00	$ 231,780.60

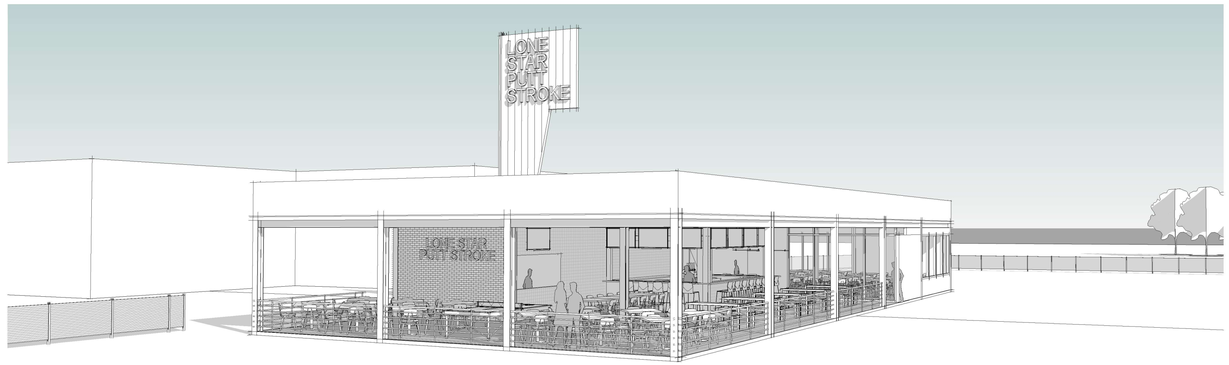
EXHIBIT C

Concessionaire Improvements

Investment	**Timeframe**	**Estimated Cost**
Putting Golf Course: +-31,000 putting golf course with an open pavilion style restaurant and bar with the putting golf course wrapping around the restaurant. Including FF&E. Generally depicted below.	Within 24 months of Effective Date.	$1,300,000
Foodservice expansion FF&E, and related restaurant renovation.	Within 24 months of Effective Date.	$400,000
Irrigation System Design	Complete	$92,000
Driving Range Upgrades which includes a technology forward driving range, using Top Tracer or similar equipment with along with lighting for night time usage	Within 24 months of First Option	$250,000
Replacement of mowing equipment as necessary.	Within Initial Term	$300,000
Drill and Fill deep core irrigation.	Periodically within term of agreement	$144,000
Yanmar Tractor	Complete	$47,000
New Water Stations as necessary.	Recently completed. Periodically upgraded/replaced as necessary within term of agreement	$5,000
Range Net Replacements	Within 24 months of Second Option	$140,000

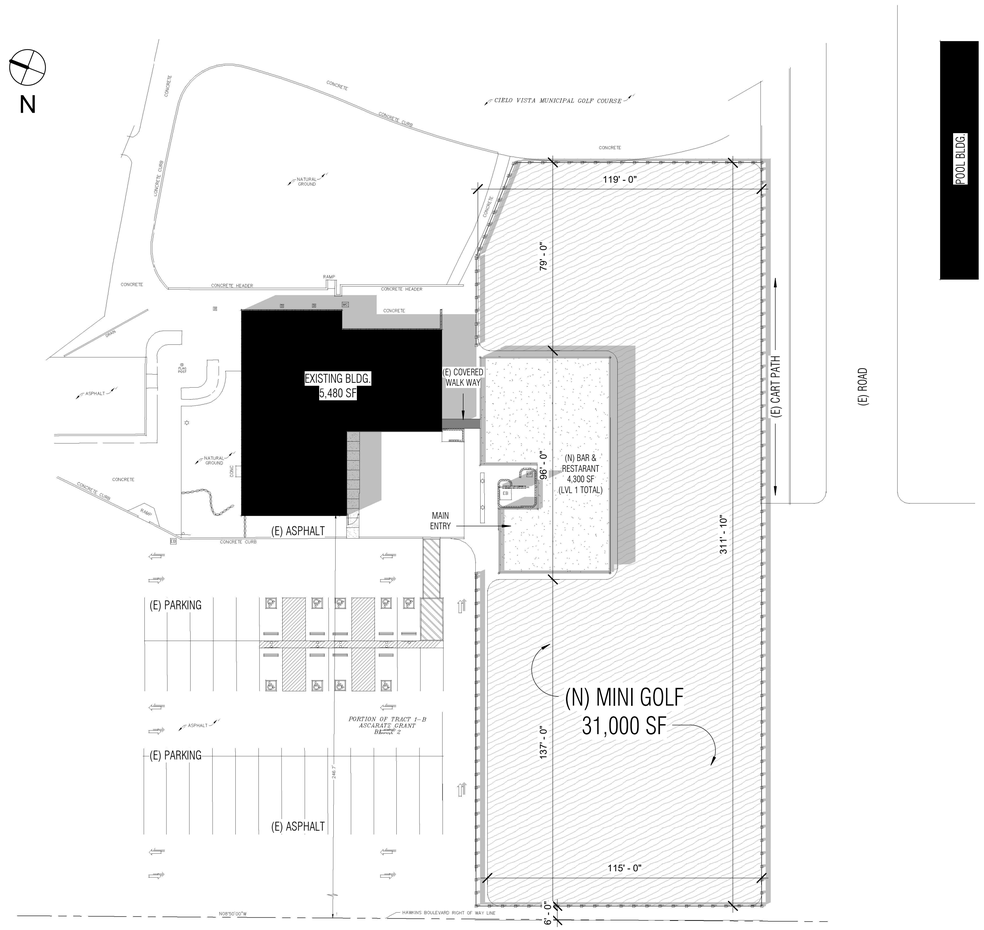
Addition of Food Service Station on Course	Periodically during term of agreement	$40,000
Course/Green upgrades	Some already completed. To continue throughout term of agreement	$500,000
Maintain a fleet of golf carts sufficient to meet needs of course.	Throughout term of agreement	$5,599,800
Replacement Reserve Contributions	Periodically as provided in Section 6.5 of Agreement	$5,232,474

LONE STAR - MINI GOLF



2 3D View 1

Site Map



1 Site Plan
1" = 30'-0"

PROJECT DATA

ARCHITECTURAL:
A0.0 COVERSHEET / SITE PLAN
A1.0 FLOOR PLAN LVL 1
A1.1 FLOOR PLAN LVL 2
A1.2 MINI GOLF COURSE PLAN
A2.0 EXTERIOR ELEVATIONS
A3.0 3D VIEWS
A4.0 MOOD BOARDS

STRUCTURAL:

MECHANICAL:

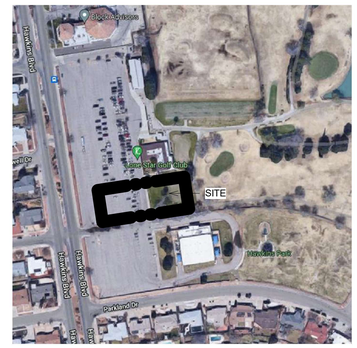
ELECTRICAL:

PLUMBING:

PROJECT DATA

CONTACT
OWNER: LONE STAR GOLF COURSE
CONTRACTOR: TBD
DESIGNER: CHARLES AUSTIN - 310.254.5077
NEW
ZONING: ?
APN#: ?
LOT SIZE: 31,600 SF +/-
LVL 1 PATIO & BAR: 4,300 SF
HEIGHT: 35'-0" (2 STORY)
OCCUPANCY: A-2
CONST. TYPE: II-B
FIRE SPRINKLER: N/A
SCOPE OF WORK: NEW SINGLE COVERED OUTDOOR PATIO WITH BAR AND RESTAURANT KITCHEN.

PROXIMITY MAP



Configure8 Studio LLC
9213 Lait Dr
El Paso, TX 79925
m. 310.254.5077
www.configure8studio.com

LONE STAR S- MINI GOLF

1510 Hawkins Blvd, El Paso, TX

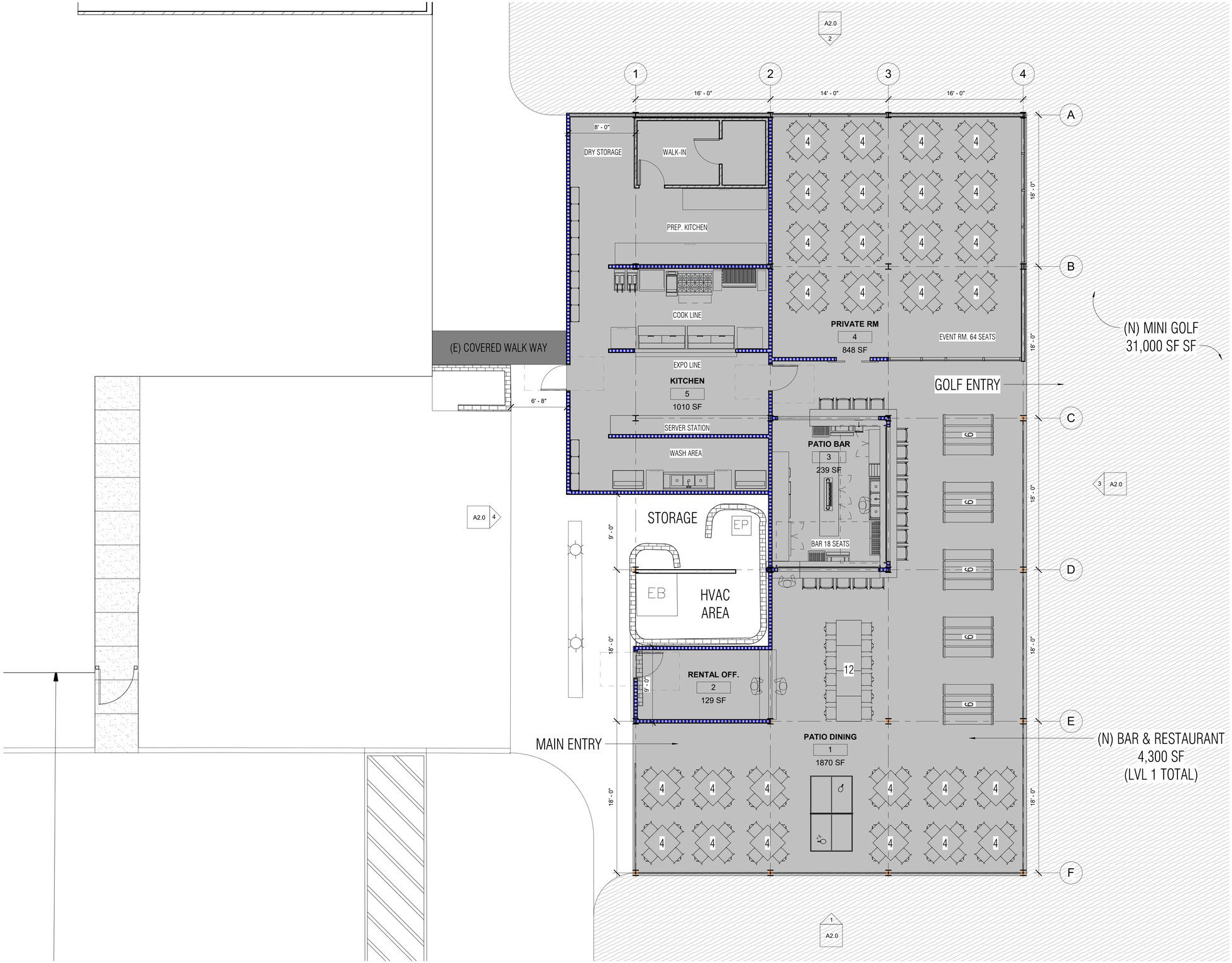
PROJECT #	DATE
	10.4.25
REVISIONS	

SHEET TITLE
COVERSHEET

SHEET NUMBER
A0.0

PROPERTY OF CONFIGURE8 STUDIO. THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMAT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE INCLUDING COPYING AND/OR MODIFYING THE DOCUMENT WITHOUT WRITTEN PERMISSION FROM "CONFIGURE8 STUDIO LLC" FOR THE SPECIFIC PURPOSE INTENDED WILL BE ENTERTAINED AS A VIOLATION OF FEDERAL COPYRIGHT LAWS. UNAUTHORIZED USE OF THIS MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES

PROPERTY OF CONFIGURE8 STUDIO, THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMANT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE, INCLUDING COPYING AND/OR MODIFYING OF THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM CONFIGURE8 STUDIO, LLC FOR THE SPECIFIC PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAW. UNAUTHORIZED USE OF THIS MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



1 Level 1
3/16" = 1'-0"

Configure8 Studio LLC
9213 Lait Dr
El Paso, TX 79925
m. 310.254.5077
www.configure8studio.com

LONE STAR S- MINI GOLF

1510 Hawkins Blvd, El Paso, TX

PROJECT #	DATE
	10.4.25
REVISIONS	

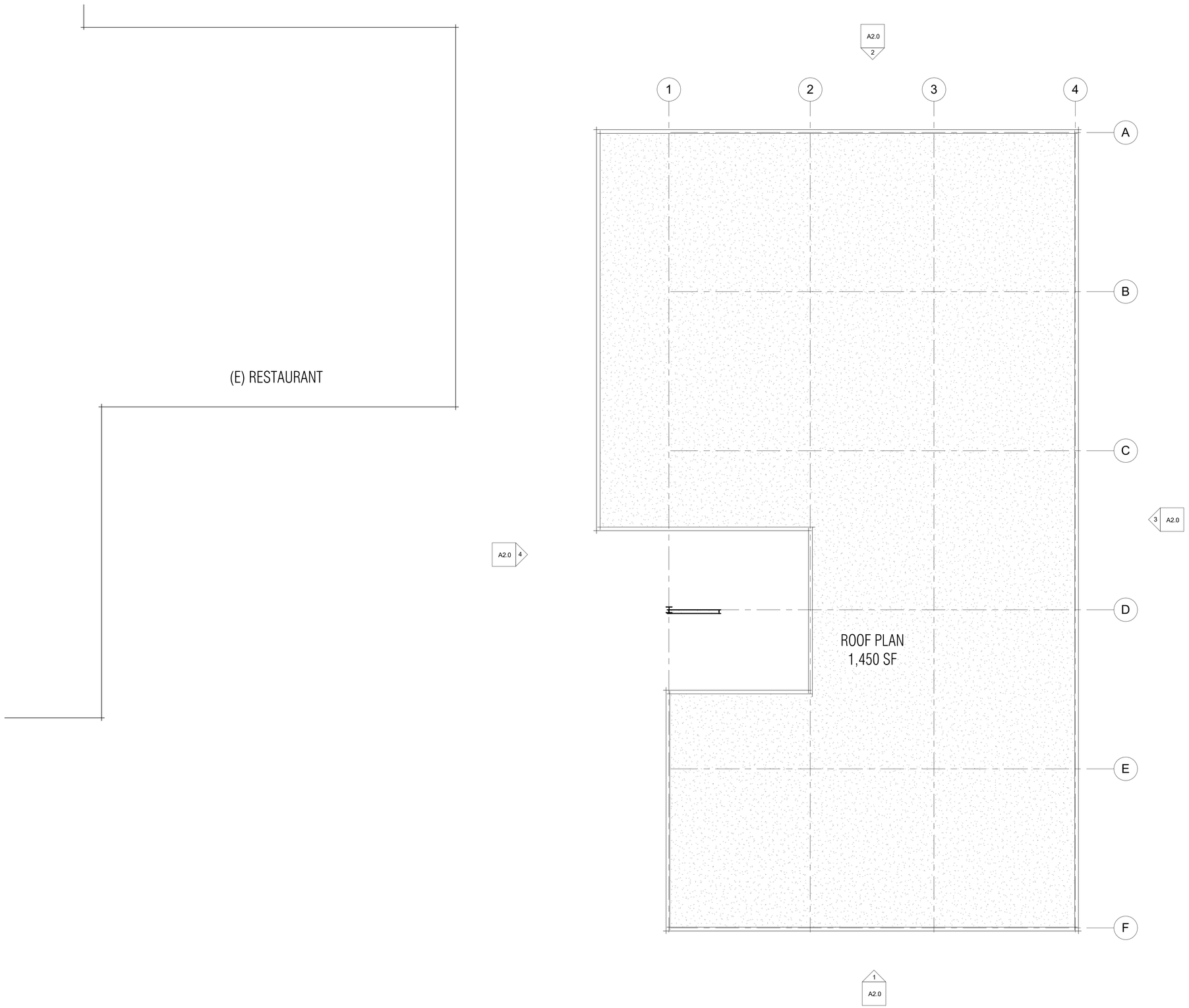
SHEET TITLE

FLOOR PLAN LVL 1

SHEET NUMBER

A1.0

PROPERTY OF CONFIGURE8 STUDIO. THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMANT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE, INCLUDING COPYING AND/OR MODIFYING OF THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM CONFIGURE8 STUDIO LLC, FOR THE SPECIFIC PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAW. UNAUTHORIZED USE OF THIS MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



1 LVL 2
3/16" = 1'-0"

Configure8
Studio LLC
9213 Lait Dr
El Paso, TX 79925
m. 310.254.5077
www.configure8studio.com

LONE STAR S- MINI GOLF

1510 Hawkins Blvd, El Paso, TX

PROJECT #	DATE
	10.4.25
REVISIONS	

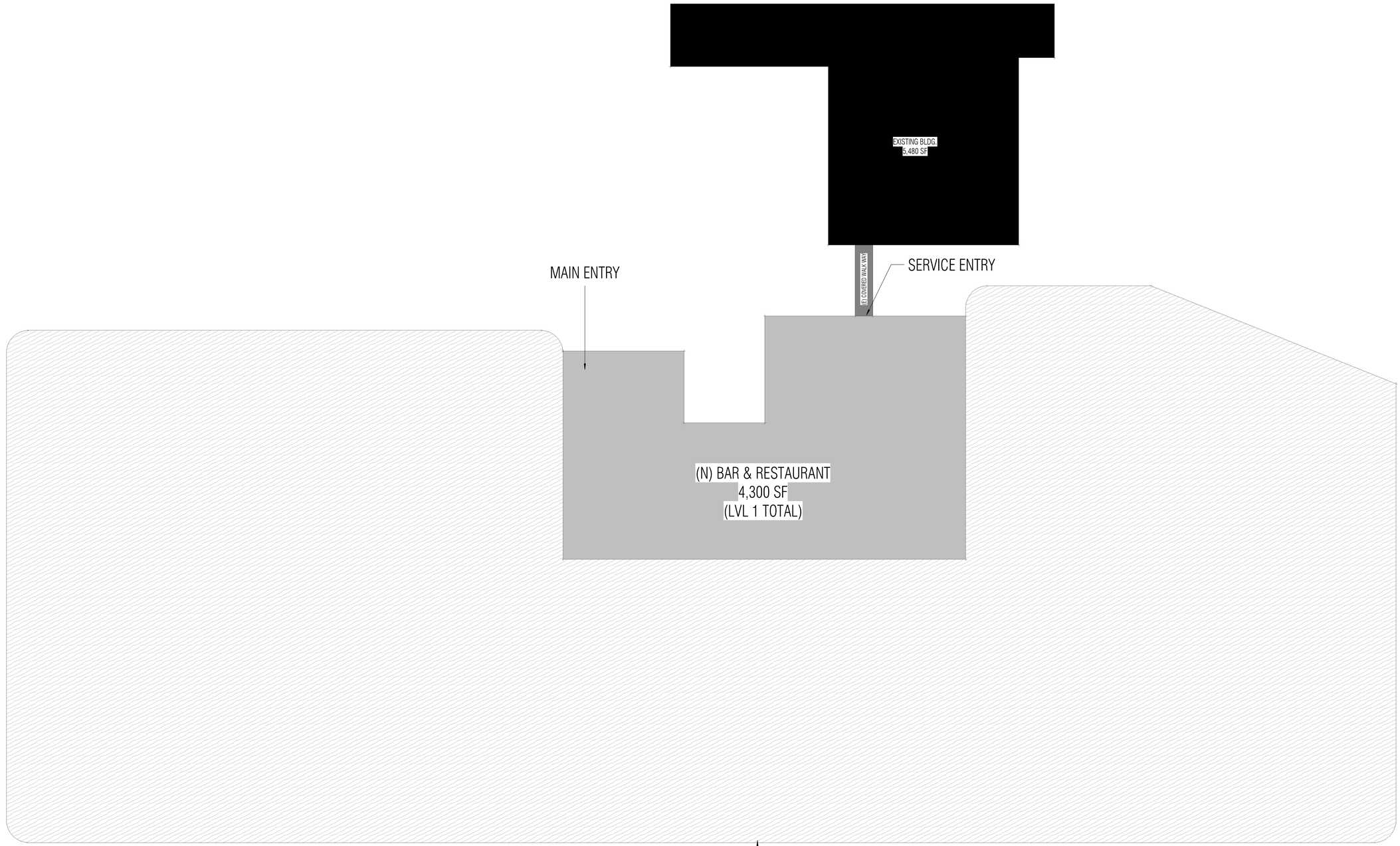
SHEET TITLE

ROOF PLAN

SHEET NUMBER

A1.1

PROPERTY OF CONFIGURE8 STUDIO. THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMANT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE, INCLUDING COPYING AND/OR MODIFYING OF THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM CONFIGURE8 STUDIO LLC., FOR THE SPECIFIC PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAW. UNAUTHORIZED USE OF THIS MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



1 Level 1 Copy 1
3/32" = 1'-0"

Configure8
Studio LLC
9213 Lait Dr
El Paso, TX 79925
m. 310.254.5077
www.configure8studio.com

LONE STAR S- MINI GOLF

1510 Hawkins Blvd, El Paso, TX

PROJECT #	DATE
	10.4.25
REVISIONS	

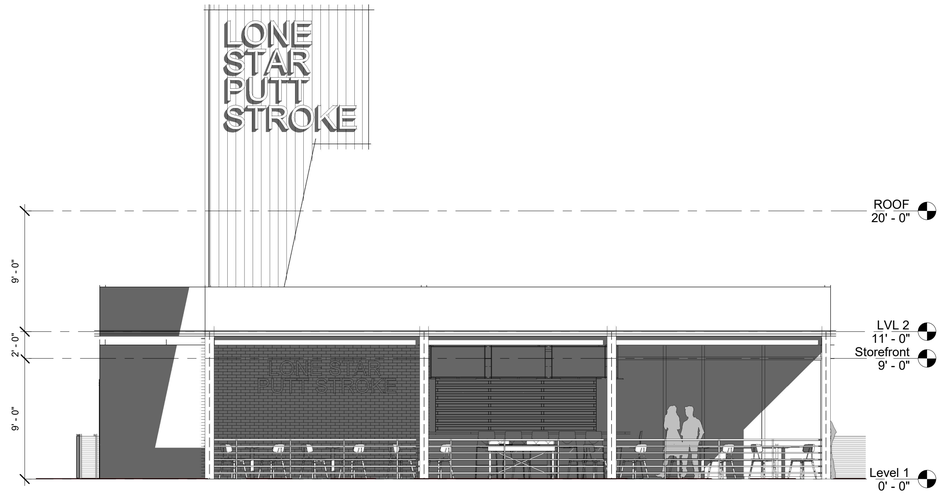
SHEET TITLE

MINI GOLF COURSE PLAN

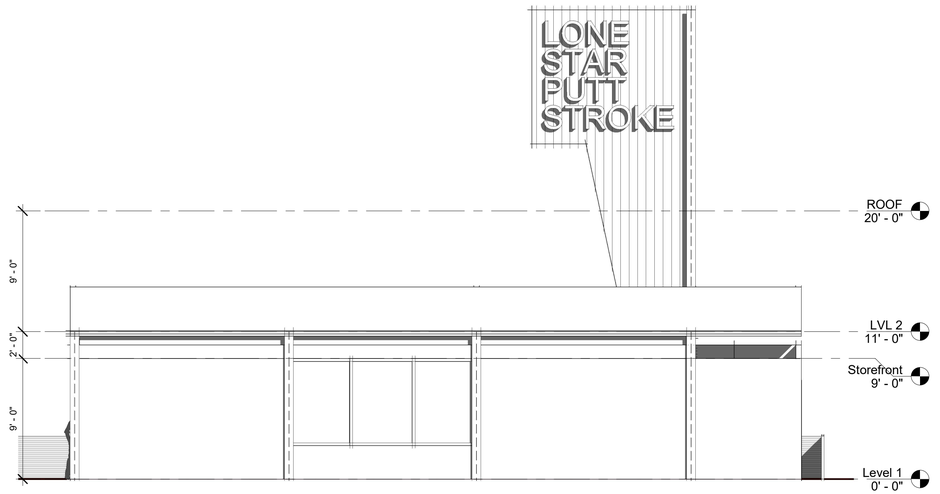
SHEET NUMBER

A1.2

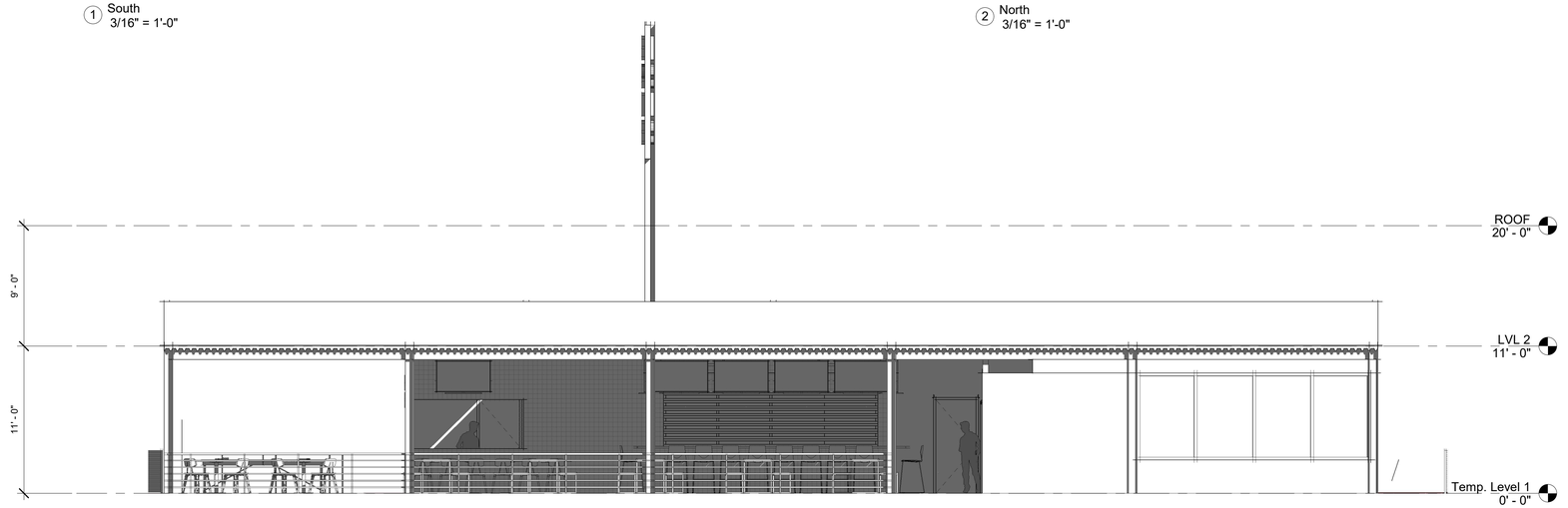
PROPERTY OF CONFIGURE8 STUDIO. THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMANT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE, INCLUDING COPYING AND/OR MODIFYING ALL OF THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM "CONFIGURE8 STUDIO LLC" FOR THE SPECIFIC PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAWS AND MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



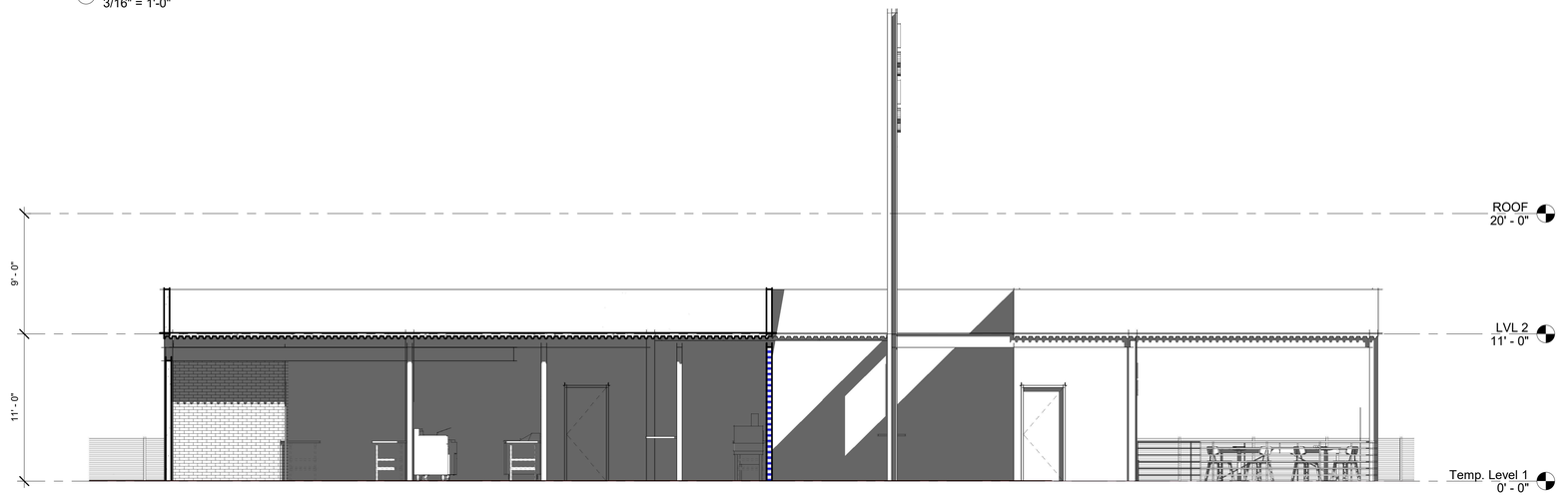
1 South
3/16" = 1'-0"



2 North
3/16" = 1'-0"



3 East
3/16" = 1'-0"



4 West
3/16" = 1'-0"

Configure8
Studio LLC
9213 Lait Dr
El Paso, TX 79925
m. 310.254.5077
www.configure8studio.com

LONE STAR S- MINI GOLF

1510 Hawkins Blvd, El Paso, TX

PROJECT #	DATE
	10.4.25
REVISIONS	

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A2.0

PROPERTY OF CONFIGURE8 STUDIO. THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMAT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE, INCLUDING COPYING AND/OR MODIFYING OF THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM CONFIGURE8 STUDIO LLC., FOR THE SPECIFIC PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAWS. UNAUTHORIZED USE OF THIS MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES

1 3D View 2

2 3D View 3

Configure8
Studio LLC
9213 Lait Dr
El Paso, TX 79925
m. 310.254.5077
www.configure8studio.com

LONE STAR S- MINI GOLF

1510 Hawkins Blvd, El Paso, TX

PROJECT #	DATE
	10.4.25
REVISIONS	

SHEET TITLE

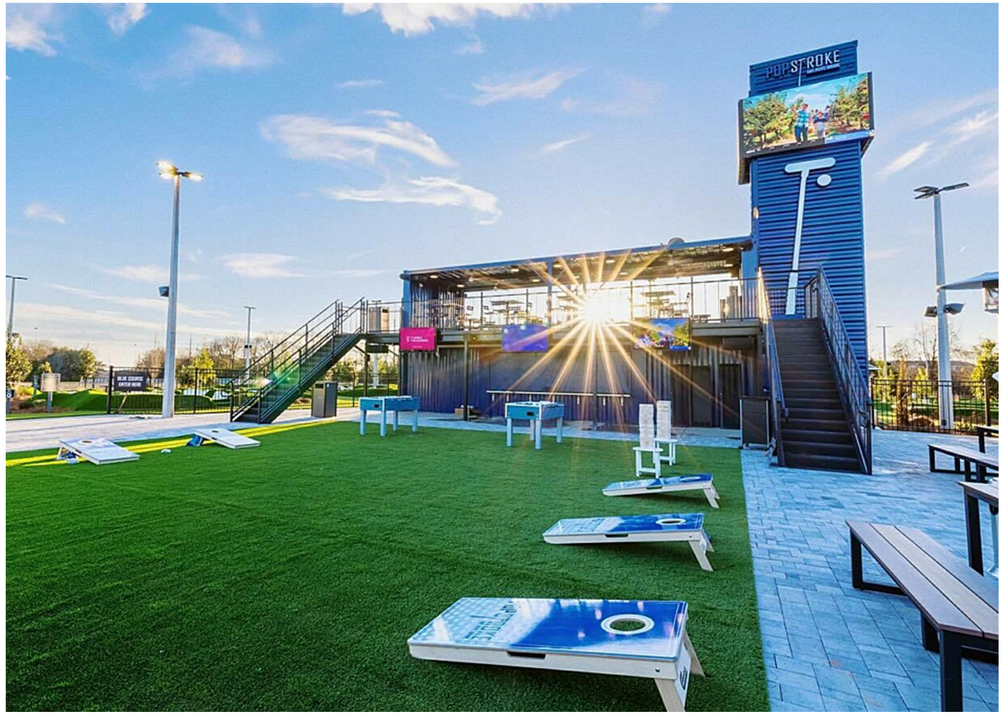
3D VIEWS

SHEET NUMBER

A3.0

PROPERTY OF CONFIGURE8 STUDIO. THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMAT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE, INCLUDING COPYING AND/OR MODIFYING OF THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM CONFIGURE8 STUDIO LLC FOR THE SPECIFIED PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAWS AND MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES

COVERED BAR, GAMING AREA & PUTT GOLF



Configure8 Studio LLC
9213 Lait Dr
El Paso, TX 79925
m. 310.254.5077
www.configure8studio.com

LONE STAR S- MINI GOLF

1510 Hawkins Blvd, El Paso, TX

PROJECT #	DATE
	10.4.25
REVISIONS	

SHEET TITLE

MOOD BOARDS

SHEET NUMBER

A4.0

EXHIBIT D

Lessor Improvements

Replacement of the golf course irrigation system. The improvements consist of but not limited to:

- The full replacement of the existing irrigation system
- New Pumping System with filtration
- New wet well
- New Intake Structure

Estimated value of the improvements $3,468,742.39

EXHIBIT E

Concessionaire Scope of Services

The Parties agree that Concessionaire shall be responsible for the operation of the Leased Premises and facilities thereon during the Term, which responsibilities shall include, but not be limited to, the scope of services set forth in this **Exhibit E**, unless otherwise agreed to in writing by Lessor. Notwithstanding the foregoing or any requirement in this **Exhibit E**, in the event this **Exhibit E** conflicts with any provision of the body of the Agreement itself, the provision of the body of the Agreement shall control unless otherwise mutually agreed to in writing by the Parties.

1. **General Service Obligations**.

(a) Operate its business on the Leased Premises with due diligence and efficiency so as to produce a maximum return to Concessionaire and to Lessor under the terms of this Agreement;

(b) Offer and dispense foods and beverages of high quality which are safe, free of adulteration, sanitary, and properly labeled and advertised;

(c) Monitor of all activities on the Golf Course to ensure compliance with the rules and regulations adopted by Concessionaire governing golf play;

(d) Manage and facilitate the scheduling and reservation of tee times and golf lessons;

(e) Maintain a commercially reasonable inventory of golf clothing, equipment, supplies, and other merchandise to be sold from the pro shop on the Leased Premises;

(f) Manage and facilitate the rental to the public of both powered and manual (pull) golf carts at the Golf Course and be responsible for the maintenance, repair, and replacement of such golf carts;

(g) Manage and facilitate the rental to the public of golf equipment, specifically golf clubs and bags, at the Golf Course and be responsible for the maintenance, repair, and replacement of such golf equipment;

(h) Operate the driving range at the Golf Course and provide the services related thereto; and

2. **Hours of Operations**. During the Term, Concessionaire shall keep commercially reasonable business hours for the Golf Course, restaurant, club house, pro shop, and other facilities on the Leased Premises in accordance with the requirements herein:

(a) Food and Beverage. Concessionaire shall operate food and non-alcoholic beverage service during such times as are necessary to provide an adequate level of service for the public and Golf Course employees, seven (7) days per week, or as may be determined by Lessor and Concessionaire from time to time. This provision shall not be interpreted, however, to require that all facilities be operated for the same number of hours. Alcoholic beverages shall be sold

during the same hours during which other food and beverage services are available, unless otherwise prohibited by law.

(b) Golf Course Facilities. The Golf Course, including the driving range and pro shop, shall be open for business year-round during commercially reasonably hours.

3. **Offerings and Pricing**. Concessionaire shall establish commercially competitive pricing for all services and offerings contemplated under this Agreement, including reasonable discounts, annual memberships, promotional events and items as is common in the industry. Concessionaire is expressly prohibited from allowing any use of the golf course facilities without receiving the required posted fees (no "free-play") with the following exceptions: (1) Employees of the Concessionaire, (2) promotional events for the El Paso International Airport, (3) promotional events directly related to air travel provided such are expressly allowed in writing by the Airport Director (4) promotional days approved in writing by the airport director aimed at increasing membership. **Personnel**. Throughout the Term, Concessionaire shall employ and maintain qualified personnel in the quantity and quality required to assure a high standard of service to the public and to operate the Golf Course, food and beverage facilities, pro shop, club house, and all other facilities on the Leased Premises in an efficient, prompt, and courteous manner, subject to the requirements herein.

(a) Concessionaire shall ensure all such personnel, while on or about the Leased Premises, shall be clean, neat in appearance, courteous, and appropriately attired at all times.

(b) Neither Concessionaire nor any personnel employed by Concessionaire while on or about the Leased Premises shall be permitted to use improper language, act in a loud, boisterous, or otherwise improper manner or be permitted to solicit business in an inappropriate manner.

(c) Concessionaire shall manage and monitor personnel to ensure the maintenance of the standard of service to the public as required under Section 5.2 herein. Concessionaire shall take all proper steps Concessionaire deems necessary to discipline, transfer, or terminate employees, as appropriate, who participate in acts of misconduct on the Leased Premises.

(d) Concessionaire shall employ and train all employees in their duties and obligations to patrons of the facilities so that they are aware of and practice the customary standards of courtesy, service, and cleanliness. All such employees shall be required to comply with all Applicable Law and Concessionaire's rules and regulations established for the conduct of activities of the Golf Course. All employees engaged in the handling, processing, or preparation of food shall be required to wear clean, reasonably attractive clothing.

(e) *No City Employment*. In no event shall Concessionaire, Concessionaire Parties, or any personnel hired or retained thereby be construed as being employed by or an employee of Lessor.

4. **Cash and Record Handling Requirements.**

(a) Concessionaire's cash and record handling systems shall be incorporated in its written policy, rules, and regulations covering accounting and handling of all transactions of

merchandise and services, which policy, rules, and regulations shall be available for review by Lessor.

(b) Lessor retains the right to monitor and test any and all of Concessionaire's services on the Leased Premises either through Lessor's own representatives or through a qualified shopping service at any time during the Term, without notice to Concessionaire.

(c) Where customer sales have not been recorded due to failure by Concessionaire to properly account for sales, Concessionaire shall pay Lessor the amount which would have been due Lessor from such sales including interest thereon. Lessor shall have the right to make, through a qualified shopping service, a reasonable estimate of such losses, when they can be reasonably estimated.

EXHIBIT F

Concessionaire Maintenance and Repair Obligations

Except as specially provided in Section 6.1 of the Agreement, the Parties agree that Concessionaire shall be responsible for all maintenance and repair obligations on the Leased Premises during the Term, which shall include, but not be limited to, the duties set forth in this **Exhibit F**, unless otherwise agreed to in writing by Lessor Notwithstanding the foregoing or any requirement in this **Exhibit F**, in the event this **Exhibit F** conflicts with any provision of the body of the Agreement itself, the provision of the body of the Agreement shall control unless otherwise mutually agreed to in writing by the Parties.

1. **FF&E and Personal Property**. Concessionaire, at its sole cost and expense, shall maintain all FF&E and all other personal property on the Leased Premises in a good and workmanlike condition, and will replace the same as Concessionaire deems necessary or as reasonably requested by Lessor. The Parties have caused to be prepared a mutual inventory of said FF&E and agree that the condition of each item as of the Effective Date is stated in **Exhibit B- 1** and **Exhibit B-2** attached hereto.

2. **Buildings, Fixtures, and Improvements**. Concessionaire, at its sole cost and expense, shall be responsible for the general maintenance and repair of the Leased Premises and the buildings, fixtures, and improvements thereon, which obligations shall include, but are not limited to, the following:

(a) Maintain all buildings, fixtures, and improvements on the Leased Premises and every part thereof, including, but not limited to, the club house, lake, irrigation system, parking facilities, water well and related pumps, in good appearance and repair and in safe and working condition;

(b) Provide custodial services for the Leased Premises in a prompt and timely manner as required to keep the Leased Premises and the facilities thereon clean, neat, wholesome, and attractive;

(c) Be responsible for the prompt, timely, and orderly repair and/or replacement of damaged, unsightly, or nonfunctional fixtures and improvements on the Leased Premises, except to the extent such damage is caused by the gross negligence or willful misconduct of Lessor;

(d) Be responsible for making the necessary repairs to and/or replacements of the irrigation system water well and related pumps;

(e) Obtain the prior written approval of Lessor's Director of Aviation for external building paint colors; and

(f) Repair of all damages to buildings on the Leased Premises caused by Concessionaire or Concessionaire Parties or by its operation of the Golf Course, except as otherwise specifically provided in this Agreement.

3. **Trash and Garbage**. Concessionaire, at its sole cost and expense, shall provide and secure a complete and proper arrangement for the adequate sanitary handling of all trash, garbage, and other refuse resulting from Concessionaire's use of and operations on the Leased Premises and shall provide for its timely removal off the Leased Property in accordance with the requirements of this Agreement and Applicable Law. Concessionaire shall provide and use suitable covered receptables for all garbage, trash, and other refuse on or in connection with the Leased Premises. Concessionaire shall not cause or permit the piling of garbage, trash, refuse, boxes, cartons, barrels, or other similar items in or in view of a public area of the Leased Premises. Concessionaire shall be responsible for the proper disposal of its refuse in a manner as to not contaminate or restrict sewer lines and shall be in accordance with Applicable Law, including those of governing local, state, and federal public health and environmental entities.

4. **Golf Course**. Concessionaire shall maintain the turf, greens, tees and aprons, sand traps, and fairways and roughs of the Golf Course as follows:

(a) Turf. During the Term, Concessionaire shall engage a turf expert familiar with the soil and climatic conditions of the region in which the Golf Course is located. On a reasonably ongoing basis, Concessionaire shall cause such expert to analyze the then-present conditions at the Golf Course and make recommendations to Concessionaire for improving and/or maintaining the Golf Course at a standard of that equal to or better than similarly located municipal golf courses. Concessionaire shall use commercially reasonable efforts to implement such recommendations at its sole cost and expense. Leased Premises shall be maintained in a condition equal to or better than similarly located municipal golf courses and in no event shall Concessionaire allow the Leased Premises to fall below its condition existing as of the Effective Date.

(b) Greens. Concessionaire shall maintain the greens of the Golf Course as follows:

(i) Institute programs to eliminate weeds which may be present in the greens, including but not limited to Poa Annua;

(ii) Reduce compaction in the greens and the aprons surrounding the greens through airifying and topdressing;

(iii) Institute and maintain an efficient and effective watering program;

(iv) Mow the greens on a regular basis and as required by seasonal growing, and develop schedule of brushing and crisscross mowing so as to eliminate the grain in the greens;

(v) Develop and implement a schedule of moving the cups on the greens so as to provide even wear and tear and optimum playing conditions;

(vi) Implement an annual chemical and fertilizing program as recommended by Concessionaire's turf expert, pursuant to an analysis of the Golf Course; and

(vii) Apply the procedures above to the practice greens.

(c) Tees and Aprons. Concessionaire shall maintain the tees and aprons of the Golf Course as follows:

(i) Institute programs to eliminate weeds which may be present, including but not limited to Poa Annua;

(ii) Institute and maintain an efficient and effective watering program;

(iii) Mow the tees and aprons on a regular basis and as required by seasonal growing;

(iv) Move the tee markers on a regular schedule so as to provide even wear and tear and optimum playing conditions;

(v) Implement an annual chemical and fertilizing program as recommended by Concessionaire's turf expert, pursuant to an analysis of the Golf Course;

(vi) Develop and institute an airifying and topdressing program to and simultaneously level the tees to prevent compaction, provide drainage, and keep tees level; and;

(vii) Apply the procedures above to the tee area of the driving range;

(d) Sand Traps. Concessionaire shall maintain the aprons of the Golf Course as follows:

(i) Add new sand on a regular basis as needed;

(ii) Shovel and rake sand as required so that the depth remains even;

(iii) Use sand pro tractor at least two (2) times per week as well as hand raking to smooth sand; and

(iv) Edge sand traps on a regular basis and as needed to keep grass from growing over the sides.

(e) Fairways and Roughs. Concessionaire shall maintain the fairways and roughs of the Golf Course as follows:

(i) Institute programs to eliminate weeds, including by applying chemicals on a regular basis and as needed;

(ii) Fertilize according to a regular annual schedule.

(iii) Airify compacted areas and overseed the base areas on a regular basis and as needed; and

(iv) Mow fairways and roughs to maintain playability. Mowing shall be performed on regular basis as required by seasonal growing and play conditions.

EXHIBIT G

Approval and Installation of Improvements

1. **Proposal for Improvements**. Prior to making any substantial changes, alterations, modifications, improvements, or additions to the Leased Premises, Concessionaire shall first submit to the Director of Aviation a Proposal for Improvements detailing the nature of the proposed project, the estimated budget, and timeframe for completion, which the Director may approve or disapprove (in whole or in part) in its sole discretion within 60 days of receiving such proposal. If Director has not responded within the 60 days and the Proposal for Improvements are for improvements anticipated under this agreement, then Concessionaire may proceed with the improvements provided that concessionaire must still comply with all submittals as provided below. If the Director has not responded within 60 days of receiving the Proposal for Improvements and the proposal is not for improvements anticipated under this agreement, then the request will be treated as if disapproved by the Director in whole. ,.

2. **Design Development Drawings**. Within sixty (60) days following receipt by Concessionaire of the Director's written approval of the Proposal for Improvements, Concessionaire shall submit to Director for review its Design Development Drawings for such improvements. Within thirty (30) days of receipt of such Design Development Drawings, the Director may provide Concessionaire with any reasonable requests for technical or aesthetic changes.

3. **Submission of Plans and Specifications**. Upon the Director's written approval of the Design Development Drawings, Concessionaire shall prepare and submit Construction Documents to the Director for the completion of said improvements. Concessionaire shall prepare and submit such Construction Documents in accordance with the following requirements:

(a) All Construction Documents shall be prepared by registered engineers and architects, and shall require the prior written approval of the Director before any construction may begin.

(b) All improvements shall be planned and constructed in accordance with the laws and ordinances of the City of El Paso with all Applicable Laws, including applicable building codes.

(c) Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the budget and time required to complete same, shall be submitted to, and receive the written approval of, the Director before any work or construction may commence. First-Class standards of design and construction shall be complied with in connection with all such work, facilities, and improvements.

(d) Three (3) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to the Director for review prior to commencement of construction; after final approval by the Director, the Director shall return to Concessionaire two (2) approved copies for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(e) All improvements shall meet the requirements of Lessor's architectural standards as such may be issued, modified, or amended by Lessor from time to time throughout

the Term. Concessionaire agrees to comply with such standards in effect as of the date of any construction it undertakes.

(f) Lessor's approval of the Construction Documents shall include a review of architectural and aesthetic matters. Lessor reserves the right to reject any layout or design proposal submitted and to require Concessionaire to resubmit any such layout or design proposal until it meets the Lessor's approval.

(g) Upon completion of any construction project, Concessionaire shall provide the Director with two (2) complete sets of as-built drawings in reproducible form as specified by the Director. Concessionaire agrees that, upon the request of the Director, Concessionaire will inspect the Leased Premises jointly with the Director to verify the as-built drawings.

(h) All improvements and FF&E, including the plans and specifications therefor, constructed or installed by Concessionaire or Concessionaire Parties shall conform in all respects to all Applicable Law, including, but not limited to, the Americans with Disabilities Act of 1990, as amended. Any approval given by the Director shall not constitute a representation or warranty as to such conformity, and responsibility and liability therefore shall at all times remain with Concessionaire. Concessionaire acknowledges that approval of any Construction Documents by the Director does not end Concessionaire's requirement to obtain approval from other City departments, or other Governmental Authorities.

4. **Completion of Improvements**. Upon receipt of the Director's written approval of the Construction Documents, Concessionaire shall commence the construction and completion of said improvements. Failure to complete such work in the time set forth in the approved Construction Drawings may be cause for the assessment of additional compensation as set forth herein or, in the case of persistent failure by Concessionaire to complete such work in the time specified shall constitute a material default of this Agreement and Lessor may terminate this Agreement in accordance with the provisions set forth in Article 9 herein unless:

(a) Lessor, by its action or inaction, is solely responsible for the delay of the completion of said improvements;

(b) Lessor grants a written extension of the completion date;

(c) Asbestos is discovered during Concessionaire's construction in that portion of the Leased Premises related to the approved Construction Documents, in which event Lessor shall, at its option, either reimburse Concessionaire for the costs of abatement or abate the asbestos with its own contractor. Any resultant delay shall extend the schedule set forth in said Construction Documents; or

(d) Completion is delayed by Force Majeure.

5. **Certified Construction Costs**. Within ninety (90) days after completion of the Club House Expansion, Concessionaire shall provide Lessor with a certified statement setting out the cost of the improvements. Said certified statement shall be itemized and include receipts of each item and shall be provided in a form acceptable to the Director. To the extent that the actual costs of construction for the Club House Expansion are less than $478,000, the Concessionaire will pay the airport the difference between the actual costs of construction and $478,000. Concessionaire will make the payment within 90 days after completion of the Club House.

EXHIBIT H

Required Federal Provisions

A Compliance with Nondiscrimination Provisions. During the performance of this Agreement, the CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "CONCESSIONAIRE") agrees as follows:

1. **Compliance with Regulations:** The CONCESSIONAIRE 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 Agreement.

2. **Non-discrimination:** The CONCESSIONAIRE, with regard to the work performed by it during the term of this Agreement, 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 CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE of the CONCESSIONAIRE's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** CONCESSIONAIRE 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 Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONCESSIONAIRE is in the exclusive possession of another who fails or refuses to furnish the information, the CONCESSIONAIRE will so certify to the CITY 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 CONCESSIONAIRE's noncompliance with the nondiscrimination provisions of this contract, the

CITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the CONCESSIONAIRE under the Agreement until the CONCESSIONAIRE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The CONCESSIONAIRE will include the provisions of paragraphs one through six of this Section (A) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONCESSIONAIRE will take action with respect to any contract or procurement as the CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONCESSIONAIRE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONCESSIONAIRE may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, CONCESSIONAIRE may request the United States to enter into the litigation to protect the interests of the United States.

B Real Property Acquired or Improved Under the Airport Improvement Program. The CONCESSIONAIRE for itself, 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 in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement 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, the CONCESSIONAIRE 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.

C Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. The CONCESSIONAIRE for itself, 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, and (3) that the CONCESSIONAIRE will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the CONCESSIONAIRE, 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:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 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);

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 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);

v. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (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);

viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq*.) (prohibits 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 Department of Transportation regulations at 49 CFR Parts 37 and 38;

ix. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. 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);

xi. 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. at 74087 (2005)); and

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681, *et seq*.).

E General Civil Rights Provision. In all its activities within the scope of its airport program, the CONCESSIONAIRE 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 Tile VI of the Civil Rights Act of 1964.

If the CONCESSIONAIRE transfers its obligation to another, the transferee is obligated in the same manner as the CONCESSIONAIRE. The above provision obligates the CONCESSIONAIRE for the period during which the property is owned, used or possessed by the CONCESSIONAIRE and the airport remains obligated to the Federal Aviation Administration.

F Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, CITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G Subcontracts. CONCESSIONAIRE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which CONCESSIONAIRE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

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: William C. Collins

Business Name: EP Golfco, 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		
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: 1/20/26

File #: 26-0220, **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
Economic and International Development, Jessica Cordova, (915) 212-0094
Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution by City Council approving and adopting the Advanced Manufacturing Incentive Policy ("AMD Policy"), pursuant to the City's authority under Chapter 380 of the Texas Local Government Code, and which shall supersede and replace El Paso Makes Innovation Factory Incentive and Lease Policy ("IF Policy"), except as to those agreements funded with American Rescue Plan Act (ARPA) or other federal funds that remain in effect. The AMD Policy includes a $1.2M allocation from the Texas Economic Development Fund to support the Defense Readiness Incentive.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Economic & International Development

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Jessica Cordova **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action on a Resolution by City Council approving and adopting the Advanced Manufacturing Incentive Policy ("AMD Policy"), pursuant to the City's authority under Chapter 380 of the Texas Local Government Code, and which shall supersede and replace El Paso Makes Innovation Factory Incentive and Lease Policy ("IF Policy"), except as to those agreements funded with ARPA or other federal funds that remain in effect. The AMD Policy includes a $1.2M allocation from the Texas Economic Development Fund to support the Defense Readiness Incentive.

ISSUE STATEMENT:

The proposed Resolution outlines the selection process and available incentives for companies locating in the Advanced Manufacturing District (AMD) at the El Paso International Airport. The AMD is a competitive development focused on supporting small and medium manufacturers to qualify for aerospace and defense contracts. The AMD Policy also includes the creation of a Defense Industrial Base Business (DIBBs) Readiness Incentive, which provides financial assistance for companies who achieve defense-readiness milestones.

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 and Policy as proposed.
2. Decline approval and direct staff to return with alternative options.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

Coordination with BBBRC coalition partners, including UTEP and the El Paso International Airport

RELATED CITY POLICIES:

Innovation Factory Incentive and Lease Policy (2023)
Chapter 380 Incentive Policy (2021)

PRIOR COUNCIL ACTION:

• September 2022 – West Texas Aerospace and Defense Coalition awarded $40M under the BBBRC Grant City ($25M) and UTEP ($15M);
• February 2023 – Innovation Factory Policy approved by City Council
• October 2025 – Interlocal with UTEP approved by City Council to become co-recipients of BBBRC incubation funds.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

$1.2M Texas Economic Development (TED) Fund (DIBBs Readiness Incentive only)

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT ($)

ATTACHMENTS:

Resolution
Advanced Manufacturing District Policy

FOR MORE INFORMATION:

Jessica Cordova 915-212-0094 cordovaj3@elpasotexas.gov

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

SIGNATURE: _____

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

REVISED
4:32 pm, Feb 10, 2026

RESOLUTION

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

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

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

WHEREAS, the City desires to implement the Advanced Manufacturing Incentive Policy ("AMD Policy") under the authority of Chapter 380 of the Texas Local Government Code to provide a clear, flexible framework for the creation and administration of economic development programs that advance public value and serve a municipal purpose of the City; and

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

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

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

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

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

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

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

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

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

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

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

(Signatures Begin on Following Page)

APPROVED this _____ day of _____, 2026

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

_____
Karina Brasgalla
Director of Economic & International
Development Department

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
J. Antonio Nevarez
Director of Aviation

2026

REVISED
4:32 pm, Feb 10, 2026

Advanced Manufacturing Incentive Policy

GOVERNING THE INNOVATION FACTORY, ADVANCED MANUFACTURING DISTRICT, AND THE INNOVATION NETWORK FOR MANUFACTURERS

Table of Contents

I. PURPOSE 1
II. SCOPE 2
A. Innovation Factory 2
B. Advanced Manufacturing District 2
C. Innovation Network for Manufacturers 2
III. FINANCIAL INCENTIVES 3
A. Lease Incentives 3
B. Tax Rebates and Grants 3
C. Workforce Development 3
D. DIBBs Readiness Incentive 4
IV. BUSINESS SUPPORT SERVICES 4
A. Incubation Track Services (for startups and early-stage companies) 4
B. Acceleration Track Services (for advanced and scaling companies) 5
V. LEGAL AND COMPLIANCE PROVISIONS 5
VI. GENERAL TERMS 6
VII. AUTHORITY AND ADMINISTRATION 6
VIII. POLICY REVIEW 6
Appendix A – Definitions 7

Advanced Manufacturing Incentive Policy
Governing the Innovation Factory, Advanced Manufacturing District, and the Innovation Network for Manufacturers

I. PURPOSE

The City of El Paso establishes this Advanced Manufacturing Incentive Policy under the authority of Chapter 380 of the Texas Local Government Code to provide a clear, flexible framework for the creation and administration of economic development programs that advance public value. This policy is intended to guide the City's use of incentives and partnerships to strengthen economic resilience, support quality job creation, and enhance competitiveness in advanced manufacturing, aerospace, and defense industries.

Consistent with best practices reflected in peer-city Chapter 380 policies, this policy serves as the "how" by which the City implements its economic development objectives, establishing the principles, eligibility standards, performance measures, and accountability mechanisms needed to ensure that public investments produce measurable community benefit and serve a municipal purpose. Incentives authorized under this policy are performance-based and designed to address market gaps, accelerate innovation, and support business growth across the full company lifecycle, from early-stage product development to scaled industrial operations.

This policy governs three coordinated program areas: (1) the Innovation Factory, which supports early-stage and emerging manufacturers through flexible production space and incubation services; (2) the Advanced Manufacturing District (AMD), a development-ready industrial area intended to attract and retain high-impact manufacturing operations; and (3) the Innovation Network for Manufacturers (Innovation Network), which strengthens supplier readiness through workforce development, certifications, and integration into national aerospace and defense supply chains. Together, these programs function as a unified development pathway that encourages innovation, expansion, and long-term regional competitiveness.

The Advanced Manufacturing Incentive Policy directly supports the City's Strategic Plan, implementation of the Build Back Better Regional Challenge, and coordinated economic development activities at El Paso International Airport. Because both the Innovation Factory and the Advanced Manufacturing District are located on airport-owned property, all leases and incentive structures must comply with applicable Federal Aviation Administration (FAA) Fair Market Value (FMV) requirements. This policy ensures that economic development objectives are advanced in a manner that is transparent, accountable, and compliant with federal, state, and local obligations.

II. SCOPE

A. Innovation Factory

The Innovation Factory is a facility owned by the City of El Paso and managed by El Paso International Airport. It supports early-stage manufacturing businesses through subsidized leases, shared equipment access, and technical services. Lease subsidies are designed to reduce the early operational costs for small-batch, prototype, and early-stage manufacturers who require specialized workspace and technical support to enter the market. Companies applying for this incentive must demonstrate engagement in activities such as prototyping, engineering design, machining, additive manufacturing, or materials development. They must also participate in the Innovation Network's supplier readiness curriculum, ensuring their business growth aligns with the regional strategy for advanced manufacturing and defense supply-chain development.

B. Advanced Manufacturing District

The Advanced Manufacturing District (AMD) is a designated industrial area located on airport property and leased in alignment with FAA requirements and intended for manufacturers that demonstrate significant potential to contribute to El Paso's industrial growth through job creation, capital investment, and participation in key target industries such as aerospace, defense, and advanced manufacturing. Because the AMD is located entirely on airport property, all leases must be executed at the FAA Fair Market Value, ensuring compliance with federal requirements. All companies expanding or locating within the AMD are required to fund their own tenant improvements (TIs). This includes, but is not limited to, interior build-outs, installation of machinery or specialized equipment, utility extensions or modifications, safety systems, and any additional improvements necessary to support the company's operations. The City will not construct, finance, or subsidize tenant-specific improvements except where such improvements are incorporated into airport-owned structures and fully recovered through FMV-compliant lease rates. All TI work must be reviewed and approved by El Paso International Airport to ensure alignment with infrastructure needs, airport regulations, and federal law.

C. Innovation Network for Manufacturers

The Innovation Network for Manufacturers (Innovation Network) is a countywide initiative established through a cooperative partnership between the City of El Paso, the University of Texas at El Paso's Aerospace Center and W.M. Keck Center for 3D Innovation, and regional industry partners. The purpose of the Innovation Network is to strengthen the competitiveness of El Paso's existing small and medium-sized manufacturers and connect them to national aerospace and defense value chains. The Innovation Network leverages UTEP's national research leadership, advanced manufacturing capabilities, and applied engineering expertise, combined with the City's economic development tools and the business support infrastructure of regional partners, to enhance the innovation, technological capacity, and business readiness of local manufacturers.

III. FINANCIAL INCENTIVES

A. Lease Incentives

Eligible tenants of the Innovation Factory and the Advanced Manufacturing District may qualify for lease incentives structured as performance-based reimbursements. All leases on airport property must be executed at the FAA Fair Market Value; however, the City may reduce effective rental costs through reimbursements tied to job creation, wage performance, participation in the Innovation Network for Manufacturers, capital investment, and alignment with regional industry priorities. Lease incentives for the Innovation Factory and Advanced Manufacturing District tenants require City Council approval.

B. Tax Rebates and Grants

Capital Improvement costs incurred by applicants may qualify them for tax rebates and other grants, provided all documentation and eligibility requirements are met. These include

1. Property Tax Rebate – A rebate of a percentage of the City's portion of incremental ad valorem personal property tax revenue generated above the Base Year Value during the Grant Period.
2. Construction Materials Sales Tax Rebate – A one-time 100% rebate of the City's 1% Sales and Use Tax on eligible construction materials and labor.
3. Development and Building Fee Rebate – A one-time rebate of qualifying City development fees, not to exceed $10,000.

These incentives are intended to support capital investment, site activation, and workforce development within the City's advanced manufacturing ecosystem.

C. Workforce Development

The Skills Training Grant provides reimbursement for eligible workforce development expenses incurred by the Applicant to support Full-Time Employment positions within the City's advanced manufacturing, aerospace, and defense ecosystem. Eligible expenses may include training materials, training equipment, recurring training classes, and professional certifications that directly improve the knowledge, proficiency, or technical readiness of the company's workforce.

For purposes of this program, Full-Time Employment means a job created and/or retained by the Applicant in El Paso that requires a minimum of 1,820 prorated hours of work per year, including allowances for vacation, holidays, and sick leave, and that offers full company benefits, including company-paid health insurance, provided that employees are not required to pay more than fifty percent (50%) of the health insurance premium.

Eligible costs must be directly related to strengthening workforce skills and capabilities associated with Full-Time Employment positions, and all reimbursements are performance-based and subject to documentation and verification requirements established by the City. The Skills Training Grant may be awarded independently of Tenant Improvements or other construction-related incentives.

D. DIBBs Readiness Incentive

Companies participating in the Innovation Network for Manufacturers may qualify for the Defense Industrial Base Business Readiness (DIBBs) Incentive, which provides financial support upon achieving key milestones for defense contracting readiness. Eligible milestones include SAM.gov registration, obtaining a CAGE code, achieving ISO 9001 or AS9100 certification, and submission of at least one verified defense-related bid. This incentive strengthens the region's supply-chain competitiveness and helps companies meet the rigorous requirements of the aerospace and defense sectors. The DIBBS Readiness Incentive will be administratively approved by the City Manager, or designee, for eligible companies with complete applications, upon verification, pending funding availability.

Companies achieving these milestones between October 1, 2022, and March 31, 2027, remain eligible for a $10,000 grant, with an additional $2,500 bonus for those that achieve certification by December 31, 2026. The City conducts a thorough verification of submitted materials and reserves the right to enforce repayment in cases of noncompliance or misrepresentation.

IV. BUSINESS SUPPORT SERVICES

In addition to the financial incentives and lease-based programs established under this policy, the City of El Paso will provide comprehensive business support services that strengthen the regional innovation ecosystem and ensure the success of companies participating in the Innovation Factory, the Advanced Manufacturing District, and the Innovation Network for Manufacturers. These services are divided into Incubation and Acceleration tracks, each tailored to the needs of companies at different stages of growth within the aerospace, defense, and advanced manufacturing sectors.

A. Incubation Track Services (for startups and early-stage companies)

The City will continue offering an incubation track designed to support startups developing new products, technologies, and business models. As part of this track, the City will work with the University of Texas at El Paso (UTEP) and Innovation Network partners to assist companies in maturing technologies, developing prototypes, and preparing products and services for commercial markets. Support will include technical development assistance, mentoring, and access to specialized facilities and equipment.

The City will negotiate agreements, lease terms, and incentives with future tenants of the Innovation Factory and the Advanced Manufacturing District and will coordinate with tenants regarding interior build-out needs, operational planning, and access to design, manufacturing, and testing resources during the development of the Advanced Manufacturing District.

The City will continue offering talent acquisition and development support through matchmaking programs that connect technology and business founders, assist with the identification and recruitment of management teams, and provide access to subject-matter mentors. Business

fundamentals training will also be made available, offering early-stage companies structured guidance on essential business practices.

To promote business growth, the City will provide services such as pitch deck development, market research, connections to partner networks, customer discovery and validation opportunities, networking events, fundraising toolkits, and introductions to angel and seed capital networks. The City will further support companies seeking federal research and commercialization funding through resources such as the SBIR and STTR programs.

B. Acceleration Track Services (for advanced and scaling companies)

The City will expand its acceleration track to support companies that have demonstrated commercial potential and require more advanced technical, operational, and supply chain capabilities. Through coordination with UTEP, including the Aerospace Center and the Keck Center, the City will connect companies with applied research and development support, product and process improvement expertise, and consultation regarding advanced manufacturing technologies and methods.

As part of supporting scale-up manufacturers, the City will negotiate leases in the Advanced Manufacturing District that include access to cybersecurity and digital infrastructure suitable for aerospace and defense requirements. The City will also provide technical assistance to companies pursuing facility and process upgrades necessary for International Traffic in Arms Regulations (ITAR) registration and other regulatory readiness milestones.

The City will continue supporting business fundamentals for acceleration-stage companies through defense contracting assistance, supplier development, and advanced regulatory compliance programming. Assistance will include support for achieving certifications such as ISO 9001 (Quality Management), ITAR compliance, and the Cybersecurity Maturity Model Certification (CMMC).

To further promote regional manufacturing visibility and supply chain integration, the City will expand marketing of West Texas manufacturers through tools such as CONNEX El Paso, a supply chain database designed to connect buyers and suppliers across the manufacturing ecosystem. The City will also provide support for annual industry events, including a West Texas Supplier Summit and a regional Technology Forum, to promote collaboration, business development, and industry engagement.

V. LEGAL AND COMPLIANCE PROVISIONS

The policy requires strict adherence to all applicable laws, regulations, and ordinances, including FAA leasing regulations and Texas Local Government Code provisions. The City may audit company records for up to three years after incentive disbursement to verify compliance, and any material misrepresentation constitutes an event of default. In such cases, the City retains full

authority to recapture disbursed funds with interest. All agreements under this policy are subject to disclosure under the Texas Public Information Act unless exempted by law.

VI. GENERAL TERMS

Companies participating in any incentive program established under this policy must remain in good standing with the City of El Paso and comply with all applicable City ordinances, resolutions, policies, and contractual obligations, including, but not limited to, being current on all taxes, fees, and lease payments owed to the City. Incentives are never automatic; each application undergoes evaluation to ensure alignment with City priorities and compliance with program requirements. Reporting obligations are mandatory and are used to determine continued eligibility and economic impact.

VII. AUTHORITY AND ADMINISTRATION

The Economic and International Development Department is responsible for administering all incentive programs under this policy, with administrative approval authority for DIBBs Readiness Incentives vested in the City Manager, or designee. Innovation Factory and Advanced Manufacturing District Lease Incentives require formal approval by City Council; provided, however, that the City Manager, or designee, is authorized to approve and execute non-material amendments, renewals, or extensions to agreements previously approved by City Council, so long as such actions do not materially alter the purpose, consideration, term, or financial obligations of the agreement and remain consistent with the intent of the original City Council approval. Any administrative action taken pursuant to this authority shall be documented and included as part of periodic reporting to the City Council regarding implementation of this policy. All agreements require coordination with the El Paso International Airport to ensure compliance with FAA rules, leasing procedures, and operational requirements.

VIII. POLICY REVIEW

This policy must be reviewed every two years to ensure continued relevance, competitiveness, and compliance with changing federal and state regulations, as well as evolving market conditions and regional economic development priorities. Recommendations for amendment will be submitted by the Economic and International Development Department for City Council consideration.

Appendix A – Definitions

A. **Acceleration Track -** A support pathway for established or scaling manufacturers providing advanced R&D assistance, regulatory readiness, supply-chain integration, and help achieving certifications such as ISO, ITAR, and CMMC.
B. **Aerospace and Defense Sectors -** Priority industries targeted for growth due to their high technological demands, supply-chain requirements, and regional significance.
C. **Build Back Better Regional Challenge (BBBRC) -** A federal initiative supporting regional innovation, advanced manufacturing, and defense supply-chain development, implemented locally through the Innovation Factory, AMD, and the Innovation Network.
D. **Capital Investment -** expenditures by a company for equipment, machinery, or tenant improvements that may qualify for certain tax rebates and incentives.
E. **Chapter 380 Agreement -** A legal mechanism allowing Texas cities to provide incentives such as grants, reimbursements, or tax rebates to advance economic development goals.
F. **City Council Approval -** Formal approval requirement for all Advanced Manufacturing District Lease Incentives; other incentives may be approved administratively.
G. **CMMC (Cybersecurity Maturity Model Certification) -** A DoD-required cybersecurity compliance framework that mandates specific cybersecurity practices for contractors and subcontractors handling Controlled Unclassified Information (CUI). CMMC includes tiered certification levels and is required for participation in defense-related contracts and supply chains.
H. **Construction Materials Sales Tax Rebate -** A one-time 100% rebate of the City's 1% sales and use tax on eligible construction materials and labor.
I. **Defense Industrial Base Business Readiness (DIBBs) Incentive -** A financial incentive awarded to companies achieving defense-readiness milestones such as SAM.gov registration, CAGE code, or ISO/AS9100 certification.
J. **Eligibility Requirements -** Standards a company must meet—including industry alignment, job creation, wage performance, and reporting—to qualify for incentives.
K. **Event of Default -** A violation such as misrepresentation or non-performance that allows the City to recapture funds with interest and terminate an agreement.
L. **Fair Market Value (FMV) -** The required rental rate for airport property as determined under FAA rules; all leases in the Innovation Factory and AMD must be executed at FMV.
M. **Financial Incentives -** Performance-based tools such as lease reimbursements, tax rebates, grants, and workforce training reimbursements.
N. **Incubation Track -** A support pathway for early-stage startups involving subsidized lease terms, prototyping assistance, mentorship, and access to research resources.
O. **Innovation Factory -** A City-owned, Airport-managed facility providing flexible space, subsidized leases, and technical support for early-stage manufacturers.
P. **Innovation Network for Manufacturers -** A countywide partnership led by the City, UTEP Aerospace Center, Keck Center, and industry partners to strengthen supplier readiness and connect manufacturers to aerospace and defense value chains.
Q. **ISO 9001 / AS9100 Certification -** Quality management certifications required to participate in aerospace and defense supply chains and eligible for DIBBs incentives.
R. **ITAR (International Traffic in Arms Regulations) -** Federal regulations governing the control of defense-related technical data; AMD tenants may require ITAR-ready facilities or processes.

S. **Job Creation Requirements -** Expected workforce commitments, including the number of jobs and wage levels, that companies must meet to receive financial incentives.
T. **Lease Incentives (Performance-Based Reimbursements) -** Reimbursements that reduce effective rental costs after a company achieves performance milestones such as job creation or capital investment.
U. **Personal Property Tax Rebate -** A rebate returning a percentage of the City's portion of incremental personal property tax revenue generated above the base year value.
V. **Policy Review Cycle -** A mandatory two-year review of the policy to ensure competitiveness, regulatory compliance, and alignment with regional priorities.
W. **Skills Training Grant -** A reimbursement for eligible workforce development expenses such as training materials, certifications, and job-related training equipment.
X. **Supplier Readiness -** A company's ability to meet industry-required quality, cybersecurity, and certification standards to enter aerospace and defense supply chains.
Y. **Tenant Improvements (TIs) -** Interior build-outs and facility upgrades required for a tenant's operations. In the AMD, companies must fund their own TIs unless improvements become airport-owned assets.

File #: 26-0236, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Tony Nevarez, (915) 212-7301
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

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

The project is funded in part by a $25,000,000 Build Back Better Regional Challenge Phase 2 grant awarded by the United States Department of Commerce's Economic Development Administration (EDA), with a required local match of $6,250,000.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Aviation

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 1-915-212-1860

2nd CONTACT PERSON NAME: Tony Nevarez, Aviation Director **PHONE NUMBER:** 1-915-474-2424

DISTRICT(S) AFFECTED: Three

AGENDA ITEM:
A Resolution that the City Manager, or designee is authorized to sign the Second Amendment to the Standard Form of Agreement by and between the City of El Paso and Jordan Foster Construction, LLC for a total estimated amount of $26,254,391.00

ISSUE STATEMENT:

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

BACKGROUND:

The Department of Commerce's Economic Development approved a $25,000,000 investment to support the Advanced Manufacturing District of the City of El Paso. It is funded through EDA's Build Back Better Regional Challenge Development Act of 1965. This project is funded as part of the broader West Texas Aerospace and Defense Manufacturing Coalition.
Essential programmatic elements include 10,000 square feet of finished space that will include an access-controlled training room accommodating up to 50 participants, finished office space for tenants requiring minimal build-out, and a shared, reserveable meeting room. The remaining 40,000 square feet will be delivered as warm shell space to support future tenant build-out. This approach ensures continued delivery of workforce training and tenant support functions while aligning the project with current funding availability.

COUNCIL OPTIONS:

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

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

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

N/A

RELATED CITY POLICIES:

Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On March 28, 2023 City Council approved Design-Build Owner's Representative Agreement with JMT for $1,600,470.00.
On January 22, 2025 City Manager authorized to execute the Design Build agreement 2024-0272R with Jordan Foster for $2,815,127.16 for pre-construction services.
On June 24, 2025 City Council approved $49,188 the incorporation of a Mobilization Phase signage installation,

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

Amount: $26,154,391.00
Funding Source: Department of Commerce's Build Back Better Regional Challenge Grant and Airport Enterprise Funds
Account: 562-3080-62330-580270-G6A23BBRC
562-3010-62330-580270-G6A23BBRC

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)

ATTACHMENTS:

Attachment Description

A.
B.
C.

FOR MORE INFORMATION:

Shane Brooks (915) 472-1433 BrooksRS@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, is authorized to sign the Second Amendment to the Standard Form of Agreement by and between the City of El Paso and Jordan Foster Construction, LLC ("Design Builder") for the project known as 2024-0272R Advanced Manufacturing District, to accept and incorporate the Design Builder's Guaranteed Maximum Price Proposal for the project in the amount of Twenty-Six Million One Hundred Fifty Four Thousand Three Hundred Ninety One Dollars ($26,154,391.00). This Amendment allows 464 calendar days for substantial completion of the work, with an additional 30 calendar days for final completion. The City Manager, or designee, is hereby authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

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

_____
Yvette Hernandez, P.E.
City Engineer

File #: 26-0232, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO and H&N PROPERTY HOLDINGS, LLC, in support of an infill development project located at 911 Tays St. The Agreement requires the Applicant to make a minimum investment of $322,120.42, and in consideration, the City shall provide economic incentives not to exceed $30,554.54 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Economic and International Development

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Jessica Torres **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

DISTRICT(S) AFFECTED: District 8

AGENDA ITEM:

Discussion and action on Resolution to authorize the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO and H&N PROPERTY HOLDINGS, LLC, in support of an infill development project located at 911 Tays St. The Agreement requires the Applicant to make a minimum investment of $322,120.42, and in consideration, the City shall provide economic incentives not to exceed $30,554.54 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

ISSUE STATEMENT:

City Council is asked to approved the Chapter 380 Agreement in support of an infill development project.

BACKGROUND:

H&N Property Holdings, LLC qualified for a 10-year Infill Redevelopment Incentive Grant and plans to invest at least $322,120.42 to build four multi-family residential units in central El Paso. The project will increase property tax value and enhance the area's appearance. Upon meeting contract requirements, the Applicant may receive:Property Tax Rebate (City portion): 10-year incremental tax rebate, capped at $23,943.94 Construction Materials Sales Tax Rebate: One-time 1% City sales tax rebate on materials, capped at $1,610.60 Building Construction Fee Rebate: One-time rebate on eligible construction and planning fees, capped at $5,000.00 for total incentives not to exceed $30,554.54.

COUNCIL OPTIONS:

1. Approved the agreement as presented.
2. Decline approval and direct staff to renegotiate agreement.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

Not applicable.

RELATED CITY POLICIES:

Infill Policy, Chapter 380

PRIOR COUNCIL ACTION:

No prior Council action.

LEGAL REVIEW:

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

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

AMOUNT AND SOURCE OF FUNDING:

General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)

ATTACHMENTS:

Resolution and Agreement

FOR MORE INFORMATION:

Jessica Torres 915-212-0094 torresjx@elpasotexas.gov

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

SIGNATURE:

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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **H&N PROPERTY HOLDINGS, LLC,** a Texas limited liability company ("Applicant"), in support of an infill development project located at *911 Tays St., El Paso, Texas 79901* ("Project"). The Agreement requires the Applicant to make a minimum investment of *$322,120.42* in the Project, and in consideration, the City shall provide economic incentives not to exceed *$30,554.54* in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

APPROVED THIS _____ DAY OF _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

STATE OF TEXAS	**)**	**CHAPTER 380 ECONOMIC DEVELOPMENT**
	)	**PROGRAM AGREEMENT**
COUNTY OF EL PASO	**)**	**(Infill Development)**

This Chapter 380 Economic Development Program Agreement (the "Agreement") is made on this _____day of , 2026 ("Effective Date") between the **CITY OF EL PASO, TEXAS,** a Texas home-rule municipal corporation**,** (the "City"), and **H&N PROPERTY HOLDINGS, LLC,** a Texas limited liability company (the "Applicant"), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party.*

RECITALS

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities to implement programs for the public purposes of economic development under which cities and counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the City; and

WHEREAS, Section 380.001, Texas Local Government Code ("Chapter 380"), authorizes the City Council of the City to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the City including, but not limited to, programs for (i) making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts and other resources to develop and administer a program; and

WHEREAS, the City has established an economic development program and, pursuant to Chapter 380, is authorized to provide loans or grants of public funds as a governmental function to promote economic development, including the creation and retention of jobs, stimulating of business and commercial activity, and expansion of the tax base within the City of El Paso and surrounding region; and

WHEREAS, on May 11, 2021 the El Paso City Council adopted an Infill Development Incentive Policy (the "Infill Policy") to promote infill development by providing economic incentives for eligible projects meeting the Infill Policy criteria; and

WHEREAS, the Applicant's real property, located at *911 Tays St., El Paso, Texas 79901,* is within the Infill's Policy designated incentive area and the Applicant's proposed development meets the Infill's Policy eligibility requirements; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction of a development located on the Applicant's real property, and the Applicant wishes to receive the incentives in exchange for compliance with

the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

WHEREAS, the development will likely encourage increased economic development within the City and region, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

A. **Agreement.** The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibit(s) and schedules attached and incorporated herein by reference.

B. **Base Year Value.** This phrase means valuation of the real property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is *$44,200.00.*

C. **Building Construction Fee Rebate.** This phrase means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed *$5,000.00* and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value.

D. **Construction Materials Sales Tax Rebate.** This phrase means a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed *$1,610.60.*

E. **Development.** The word *Development* means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial, and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in *Exhibit B,* which is attached and incorporated for all purposes.

F. **Effective Date.** This phrase means the date the El Paso City Council approves the Agreement.

G. **Grant.** The word *Grant* means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Building Construction Fee Rebate; and (iii) Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments will not exceed *$30,554.54.*

H. **Grant Submittal Package.** This phrase means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as *Exhibit C* to this Agreement.

I. **Minimum Appraisal Value.** This phrase means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is *$300,000.00.* Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.

J. **Minimum Investment.** This phrase means those costs incurred, self-performed, or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is *$322,120.42.*

K. **Property Tax Rebate.** This phrase means a rebate, according to the Incremental Real Property Tax Rebate Table found in *Exhibit D* of this Agreement, of the City's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed *$23,943.94.*

L. **Qualified Expenditures.** This phrase means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

M. **Real Property.** This phrase means the real property owned by the Applicant located at

911 Tays St., El Paso, Texas 79901, and described on *Exhibit A,* which is attached and incorporated by reference. The Real Property is the location for the Applicant's proposed Development.

N. **Vacant Building.** This phrase means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

A This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) *13* years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing ("Term").

B. The Applicant's eligibility for Grant payments shall be limited to *10* consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. **DEVELOPMENT.**

(1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City's Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.

(2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of *$322,120.42* in Qualified Expenditures to construct the Development.

(3) Applicant agrees to renovate, at its sole cost, the Development. Applicant must obtain the building permits for the Development within twelve (12) months from the Effective Date of this Agreement, unless permit is delayed by the City. The Economic Development Director may administratively extend this period.

(4) Within 24 months after the Effective Date, the Applicant shall submit documentation to the City to verify the following:

(a) The expenditure of a minimum of *$322,120.42* in Qualified Expenditures; and

(b) That the Applicant has received a Certificate of Occupancy for

the Development.

(5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by the El Paso City Council.

(6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.

(7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

(8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of *$300,000.00* or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraisal value of *$300,000.00* during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.

(11) The Applicant, during normal business hours, at its principal place of business in the city of El Paso, Texas, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

B. **GRANT SUBMITTAL PACKAGE.**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in *Exhibit* C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on *February 1, 2029,* or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the 1st day of February of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

(2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

(3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and the Applicant is in compliance with the Agreement, the City agrees as follows:

A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed *$1,610.60* in accordance with the terms and provisions of this Agreement.

B. The City agrees to provide a Building Construction Fee Rebate not to exceed *$5,000.00* in accordance with the terms and provisions of this Agreement.

C. The City agrees to provide a Real Property Tax Rebate not to exceed *$23,943.94* in accordance with the terms and provisions of this Agreement.

D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through F shall constitute an Event of Default:

A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and the Applicant.

B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.

C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.

D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.

E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide the Applicant with written notice of the default, and the Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period, but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes *a reasonable time* and what constitutes *a diligent effort* for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.

F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

A. The City may terminate this Agreement in whole or in part for its convenience and without the requirement of an event of default by the Applicant. The City retains the right to terminate this Agreement effective immediately if any state or federal statute, regulation,

case law, or other law renders this Agreement ineffectual, impractical, or Applicant violates the same.

SECTION 8. GENERAL PROVISIONS.

A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.

B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.

D. **Assignment.** Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant(s) that is the subject of this Agreement without the City's consent to assignment. 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 the taxes rebated prior to the attempted transfer.

E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.

F. **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 Development under this agreement.

G. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade

secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.

I. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.

J. **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.

K. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

L. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

M. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.

N. **Notices.** All notices required by this Agreement shall be given in writing and shall be deemed to have been properly served if a) delivered by hand and receipted for by the party to whom said notice is directed (or his/her agent); or b) mailed by certified or first class mail with postage prepared, on the third business day after the date on which it is so mailed; c) mailed by overnight courier and receipted for by the party to whom said notice is

directed (or his/her agent); or d) sent by facsimile transmission or by email, if a facsimile or email number is provided below. A party may change its contact information for notices by sending written notice to the other party of the change to the party's contact information.

To the Applicant:	H&N Property Holdings, LLC. 8140 Walnut Hill Lane, Suite 615 Dallas, TX 75231
To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Economic & International Development P. O. Box 1890 El Paso, Texas 79950-1890

O. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: *EDcompliance@elpasotexas.gov*

P. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.

Q. **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.

R. **Termination or Expiration**. Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will not be used to contest appraisal values or in the determination of the market value of the Development; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.

S. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla – Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My Commission Expires:

_____

[Signatures continue on the following page]

APPLICANT:
H&N Property Holdings, LLC, a Texas limited liability company

By: _____

Name: Luis F. Herrera

Title: Managing Member

ACKNOWLEDGMENT

STATE OF §
§
COUNTY OF §

This instrument was acknowledged before me on the 2 day of February, 2026, by Luis F. Herrera as Managing Member

DIANA ALMARAZ
Notary Public, State of Texas
My Commission Expires
September 13, 2028
NOTARY ID 135088811

_____
Notary Public, State of TEXAS

My Commission Expires:

September 13 2028

EXHIBIT A

Legal Description and map of the Real Property

37 MAGOFFIN LOT 5 (3,000 SQ FT)

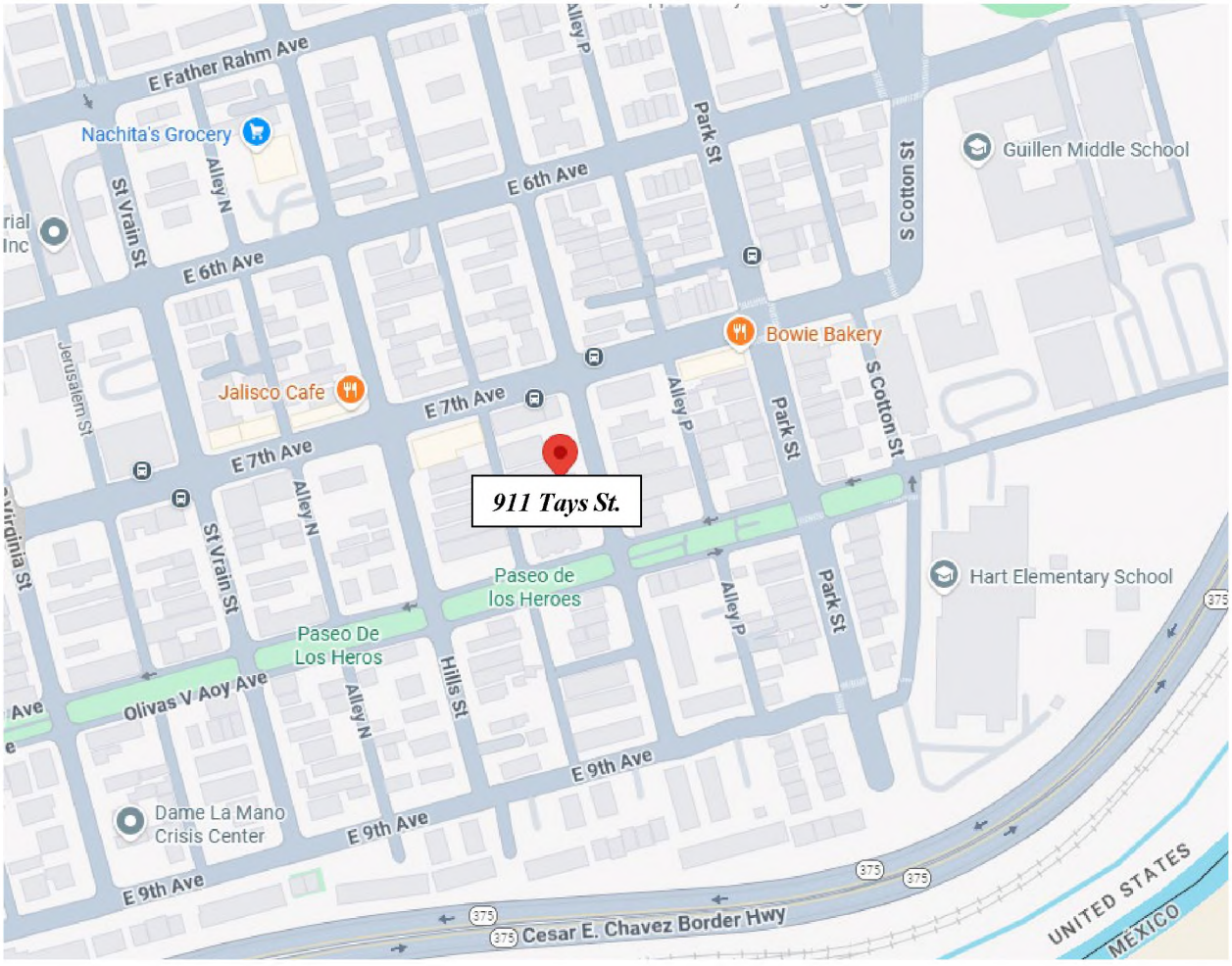


EXHIBIT B

Description of Development

The developer, H&N Property Holdings, LLC., plans to invest an estimated $366,320.42 in the comprehensive redevelopment of the underutilized and blighted 2,810-square-foot property at 911 Tays St. in El Paso's historic Segundo Barrio. Of the total investment, approximately $322,000.00 qualifies under the local incentive package criteria. This project will transform the vacant site into a high-quality, 4-unit multi-family apartment complex. Led by a certified Minority Business Enterprise (MBE), the redevelopment will provide much-needed rental housing in the downtown area, expand the tax base, revitalize the neighborhood, and enhance the overall quality of life for local residents.

Rendering:

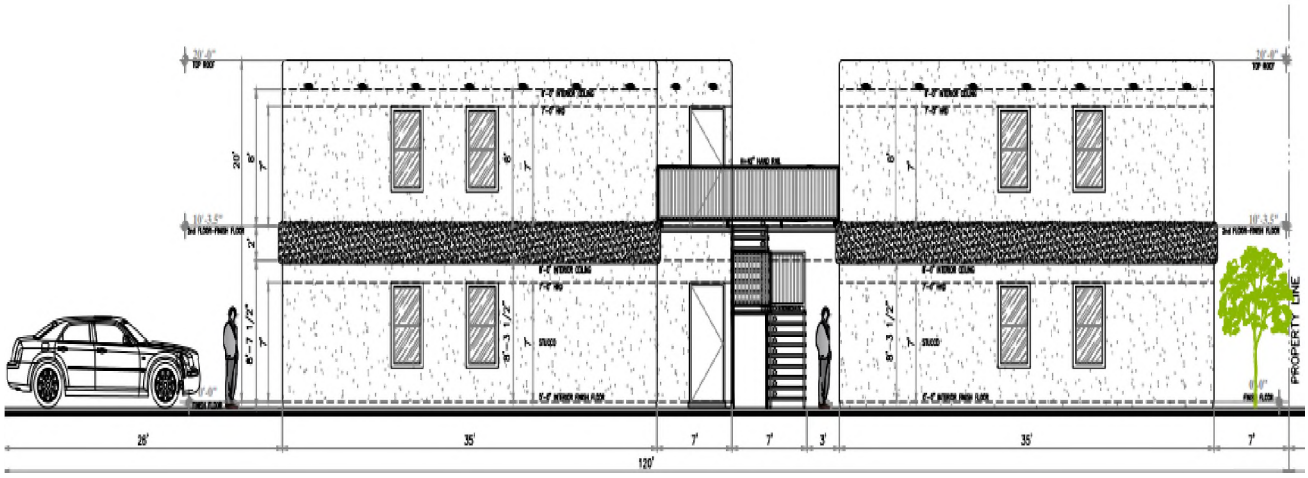


EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. **[DUE WHEN THE AGREEMENT IS EXECUTED]** 1295 Form

2. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits

3. **[DUE WITHIN 24 MONTHS OF AGREEMENT EXECUTION]** Documentation to evidence minimum expenditures amounting to **$322,120.42** including but not limited to
    a. Stamped ***PAID*** invoices
    b. Copies of checks proving payment – corresponding to paid invoices
    c. Receipts for purchase of construction materials (must show amount of taxes paid)
    d. Bank statements (in the event a transaction was paid with credit or debit card)
    e. Contractor pay applications, notarized with lien releases

4. **[DUE WITHIN 24 MONTHS OF AGREEMENT EXECUTION]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b)

5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;

6. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;

7. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	Luis F. Herrera
Business Name	H&N Property Holdings, LLC
Agenda Item Type	Chapter 380 Economic Development Agreement (Infill Development)
Relevant Department	Economic & International Development 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: 02/02/26

File #: 26-0204, **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

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 Accounts Receivable Program - 2nd Follow-Up Audit A2025-10.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

REVISED
4:09 pm, Jan 29, 2026

DEPARTMENT / COUNCIL OFFICE: Internal Audit

AGENDA DATE: 2/17/26

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 Accounts Receivable Program – 2nd Follow-Up Audit A2025-10

ISSUE STATEMENT:

City Council is asked to accept the results of the Accounts Receivable Program - 2nd Follow-Up Audit. Acceptance of the results will allow the Internal Audit Department to finalize the report and make it available to the public via the Internal Audit website.

BACKGROUND:

The timeframe for this audit was Fiscal Years 2025 and 2026. The objectives of this audit were to ensure that corrective action was taken by management to address the recommendations detailed in the original audit report titled Accounts Receivable Program Audit dated August 11, 2022.

Based on our audit work we determined the Office of the Comptroller updated the City of El Paso Accounts Receivable Policy and created a training course that addresses the following areas:

- Providing specific billing guidance to City departments.
- Providing guidance for the collection and account management of past-due accounts.

The following objectives remain the responsibility of each department and will be monitored through departmental audits.

- Defining which services and activities need to be recorded in the PeopleSoft Accounts Receivable Module.
- Providing procedures on how to correctly record, invoice, and post payment for Accounts Receivable transactions in the PeopleSoft Accounts Receivable Module.
- Recording and tracking of all billable activities in the PeopleSoft Accounts Receivable Module.
- Delegating responsibility to departments to ensure departments are invoicing customers within 30 days from the day of service or goods provided.

COUNCIL OPTIONS:

1. Accept the results of the audit.
2. Not accept the results of the audit and provide further guidance.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was accepted by the Financial Oversight and Audit Committee (FOAC) on January 15, 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
Audit Report Presentation

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)

DRAFT

Accounts Receivable Program - 2nd Follow-Up Audit No. A2025-10

Issued by the
Internal Audit Department
October 30, 2025

City of El Paso
Internal Audit Department
Accounts Receivable Program – 2nd Follow-Up Audit A2025-10

EXECUTIVE SUMMARY

The Internal Audit Department conducted a 2nd Follow-Up Audit of the Accounts Receivable Program Audit Report dated August 11, 2022. The original audit report is posted on the City of El Paso's Internal Audit webpage. The original Audit Report contained a total of three (3) findings. A 1st Follow-Up Audit of the Accounts Receivable Program Audit was conducted on July 31, 2024 and identified that all three Original Findings were still in progress of being fully implemented. Upon completion of the 2nd Follow-Up Audit, we have determined the status of the recommendations for each audit Finding as outlined in the table below:

Finding No.	Description of Original Findings	Current Status
1	Our review identified seven (7) out of seven (7) departments (100%) are following their own interpretation of how Accounts Receivable <u>should be billed</u>. The *City of El Paso Accounts Receivable Policy* dated September 2020 should be updated to contain specific procedural guidance for City Departments in the following areas:	
	• Training requirements for staff who process Accounts Receivable transactions. • Reconciling Accounts Receivable payments posted in PeopleSoft to invoices issued. • How to correct errors for Accounts Receivable payments that are applied to an incorrect income account in PeopleSoft. • Reporting Accounts Receivable information to the Office of the Comptroller.	Implemented
	• Defining which Accounts Receivable transactions need to be recorded in the PeopleSoft Accounts Receivable Module. • Steps to record, invoice, and post payments for Accounts Receivables. • Steps to set-up Accounts Receivable payment plans for rental of City facilities	*Implemented
	*The Accounts Receivable Policy permits departments to develop procedures to serve their operational needs. The responsibility to implement the recommendation remains at the departmental level.	
2	Our review identified seven (7) out of seven (7) departments (100%) who created their own procedures for the <u>collection and account management</u> of past-due Accounts Receivable. The *City of El Paso Accounts Receivable Policy* should be updated to contain specific procedural guidance for past-due account management that address the following: • A policy to determine whether City Departments or the Office of the Comptroller, is responsible for collecting on past-due Accounts Receivable accounts. • A process for City Departments to follow when customers have not responded to collection efforts. • A procedure to refer past-due Accounts Receivable accounts to a 3rd-party collection agency. • A process to charge customers for collection costs incurred in pursuit of past-due Accounts Receivable accounts. • A policy of restricting customers with past-due Accounts Receivable accounts from conducting future business with the City of El Paso.	Implemented

DRAFT

<table>
<tr><th>Finding No.</th><th>Description of Original Findings</th><th>Current Status</th></tr>
<tr><td>3</td><td>Our review identified six (6) out of seven (7) departments (85.72%) are not following the City of El Paso Accounts Receivable Policy for recording, invoicing, posting, and reconciling billable activities:
<table>
<tr><td><u>Reconciliation</u>
Five (5) out of seven (7) departments (71.43%) conduct monthly Accounts Receivable reconciliations. Only one (1) department provides a monthly Accounts Receivable report to OTC.</td><td rowspan="2">Implemented</td></tr>
<tr><td><u>Posting</u>
One (1) out seven (7) departments (14.29%) had a payment for a receivable posted to an incorrect account. Since the department did not receive the payment, the receivable became delinquent and was allocated to the Allowance for Doubtful Accounts.</td></tr>
<tr><td><u>Recording</u>
Three (3) out of seven (7) departments (42.86%) do not consistently record and track all their billable activities in the PeopleSoft Accounts Receivable Module.</td><td rowspan="2">*Implemented</td></tr>
<tr><td><u>Invoicing</u>
Two (2) out of seven (7) departments (28.58%) are not invoicing customers within 30 days from the date of providing a service.</td></tr>
</table>
*The Accounts Receivable Policy permits departments to develop procedures to serve their operational needs. The responsibility to implement the recommendation remains at the departmental level.</td><td></td></tr>
</table>

For a detailed explanation of the current observations, please refer to the appropriate Finding contained in the body of this Audit Report.

DRAFT

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 maintains a decentralized Accounts Receivable system composed of business units (which may be comprised of several departments). It is the responsibility of each business unit to record its own receivables, obtain customer information, invoice, apply its own payments, and collect on its own accounts. Each business unit will maintain their own written Procedures and must be approved by the Office of the Comptroller (OTC). OTC processes billing for business units that do not have access to the Accounts Receivable Billing Module in PeopleSoft. Decentralizing the City's receivables ensures that the employees closest to the transaction, with the most knowledge about the services being provided, and who have quick, easy access to the billing system, will be the first point of customer contact. Although the billing systems are decentralized, the City's Office of the Comptroller bears ultimate responsibility for ensuring that billing and collection efforts are carried out in an efficient and effective manner.

AUDIT OBJECTIVES

The objective of the follow-up process was to ensure that corrective action was taken by the Office of the Comptroller (OTC) management to address the recommendations detailed in the original Audit Report titled *Accounts Receivable Program* dated August 11, 2022.

AUDIT SCOPE

The 2nd Follow-Up Audit was limited to a review of the Findings in the Original Audit report titled *Accounts Receivable Program Audit* dated August 11, 2022. The audit period covered the operations of Fiscal Years 2025 and 2026.

AUDIT METHODOLOGY

To achieve our audit objectives, we:

- Reviewed the *City of El Paso Accounts Receivable Policy* dated November 2024.
- Reviewed Accounts Receivable Policy training provided to City personnel through EP Learners.
- Interviewed OTC's management and staff who oversee the Accounts Receivable process.
- Verified that OTC:
    - Is providing specific billing guidance to City Departments.
    - Is providing guidance for the collection and account management of past-due accounts.
    - Is ensuring City Departments are recording, invoicing, posting, and reconciling all billable activities.

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.

ORIGINAL FINDINGS, CRITERIA, ORIGINAL RECOMMENDATIONS, MANAGEMENT'S RESPONSES TO ORIGINAL FINDINGS, CHIEF INTERNAL AUDITOR'S RESPONSES, FIRST FOLLOW-UP OBSERVATIONS AND STATUS, CURRENT OBSERVATIONS AND STATUS

Based on the follow-up audit results, the 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 August 11, 2022)

Comprehensive Accounts Receivable Procedures

Our review identified seven (7) out of seven (7) departments (100%) are following their own interpretation of how Accounts Receivable should be billed. City Departments have created their own Accounts Receivable procedures that do not abide by the *City of El Paso Accounts Receivable Policy*. The *City of El Paso Accounts Receivable Policy* lacks specific procedural guidance for City Departments in the following areas:

- Defining which Accounts Receivable transactions need to be recorded in the PeopleSoft Accounts Receivable Module.
- Training requirements for staff who process Accounts Receivable transactions.
- How to record, invoice, and post payments for Accounts Receivables.
- Steps to set-up Accounts Receivable payment plans for rental of City facilities.
- Reconciling Accounts Receivable payments posted in PeopleSoft to invoices issued.
- How to correct errors for Accounts Receivable payments that are applied to an incorrect income account in PeopleSoft.
- Reporting Accounts Receivable information to the Office of the Comptroller.

Standard/Criteria

City of El Paso Strategic Plan:

- Goal 6.3 *Implement programs to reduce organizational risk.*
- 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 Receivable Policy dated September 2020:

- Section 2.0 Purpose: *The Accounts Receivable Policy contains policies relating to the recording, management, and collection of Accounts Receivable throughout the City of El Paso ("City").*
- Section 3.0 Goals and Objectives: *Review and update goals, policies and procedures regularly to properly account for, report, manage, and collect receivables.*
- Section 6.0 Structure of Accounts Receivable System, 6.3: *Each business unit shall develop and maintain written procedures, however; each department is expected to abide by this policy.*

A strong system of internal controls requires that Policies and Procedures be written by management to establish criteria for executing routine or repetitive activities followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides employees with the information and guidance to perform a job properly.

Original Recommendation (Report dated August 11, 2022)

The Office of the Comptroller should update the *City of El Paso Accounts Receivable Policy* to contain specific billing procedures for City Departments. Specific guidance will assist in bringing uniformity to the Accounts Receivable practices in place at City Departments.

The manual should include the following areas:

- Define which services and activities provided to customers need to be recorded in the PeopleSoft Accounts Receivable Module.
- Provide procedures on how to correctly record, invoice, and post payments for Accounts Receivables in PeopleSoft.
- Identify procedures on how to set up payment plans for Accounts Receivable on the rental of City facilities in PeopleSoft.
- Ensure customer invoices contain clear identifying information to ensure payments are applied accurately.
- Provide procedures on how to reconcile payments posted in PeopleSoft.
- Provide procedures for departments to follow when they identify that a payment was posted to an incorrect account.
- Establish the Accounts Receivable information that must be provided to the Office of the Comptroller.

Once developed, City personnel that perform Accounts Receivable functions should be trained on the updated Accounts Receivable Policy.

Management's Response to Original Finding

Office of the Comptroller does not consider finding number one to be a finding. As per responses below, the specific points in the audit report do not demonstrate any violation of policy or any internal control breakdown. We do agree that the audit department has great recommendations for improvements and appreciate their comments.

As per audit report Finding 1: *City Departments have created their own Accounts Receivable procedures that do not abide by the City of El Paso Accounts Receivable Policy:*

- As per section 6.3 of the AR policy, It is the policy of the City that each department develops their own procedures. *"Each business unit shall develop and maintain written procedures, however; each department is expected to abide by this policy."* With Accounts Receivable being a decentralized process across the City, the policy permits departments to develop procedures that serve their needs.
- Internal Audit identified that departments are not using PeopleSoft for all accounts receivable transactions; however, the policy does not require the use of PeopleSoft.
- Training on the basic use of PeopleSoft is not part of policy or in the scope of the services OTC provides, that is the responsibility of each employee to learn how to use the system to successfully do their job.
- Reconciliation of receivables to trial balance is done by OTC.

The *City of El Paso Accounts Receivable Policy* lacks specific procedural guidance for City Departments.

DRAFT

As per the Government Finance Officers Association: "When developing policies, it is important to avoid comingling policy with procedure. Failure to do so can make the strategic intent of the policy less clear and may dilute the force of organization's commitment to the underlying principles or goal of the policy." Kavanagh S.C. (2012). *Financial Policies.* Chicago, IL. Government Finance Officers Association. Pg 12.
There is no authoritative guidance that we are aware of that mandate comingling of policies with procedures.

Responsible Party

Implementation Date

Chief Internal Auditor's Response

The Chief Internal Auditor has reviewed the comments received from the Office of the Comptroller and disagrees with the comments submitted. The comment stating that Finding 1 is not a finding is not a decision for the Office of the Comptroller to make. That decision is the responsibility of the Chief Internal Auditor. In addition, the Chief Internal Auditor is concerned with the level of risks involved in managing the Accounts Receivable Program for the City of El Paso. With an Accounts Receivable balance of over $145 Million as of August 31, 2021, it is concerning that the Office of the Comptroller would choose to disagree with the Findings and question our audit methodology.

The information contained in Finding 1 is intended to inform the Office of the Comptroller of the current situation with the 7 Departments analyzed. The 7 Departments are operating on their own interpretation of the Accounts Receivable Policy. As a result of our analysis, it was determined that City Departments need guidance and assistance on establishing their Accounts Receivable balances.

As clarification to the comments submitted by the Office of the Comptroller, we offer the following additional information:

- The Office of the Comptroller commented "As per section 6.3 of the AR policy, It is the policy of the City that each department develops their own procedures. 'Each business unit shall develop and maintain written procedures, however; each department is expected to abide by this policy.' With Accounts Receivable being a decentralized process across the City, the policy permits departments to develop procedures that serve their needs."
  - Our audit identified that City Departments have created their own procedures that do not meet the requirements established by the Accounts Receivable Policy.
- The Office of the Comptroller commented "Internal Audit identified that departments are not using PeopleSoft for all accounts receivable transactions; however, the policy does not require the use of PeopleSoft."
  - **Accounts Receivable Policy Section 2.0 Purpose** states "These policies are intended for all City staff responsible for processing customer invoices through the PeopleSoft Accounts Receivable module." **Accounts Receivable Policy Section 12.2** state, "Adequate separation of duties must exist. That would include the establishment and the maintenance of Accounts Receivable in the PeopleSoft System…."
- The Office of the Comptroller commented "Training on the basic use of PeopleSoft is not part of policy or in the scope of the services OTC provides, that is the responsibility of each employee to learn how to use the system to successfully do their job."
  - Our audit identified that City's Department staff need specific training on establishing their Accounts Receivable. The Internal Audit Office is not recommending training be part of the Accounts Receivable Policy. We are recommending the Office of the Comptroller arrange training for the City Departments. There is a definite need for Accounts Receivable training.

DRAFT

- The office of the Comptroller commented "Reconciliation of receivables to trial balance is done by OTC."
  - Our Audit identified that City Departments are currently completing Accounts Receivable reconciliations and have done so in the past. City Departments are just unsure if they should forward the reconciliations to the Office of the Comptroller. **Accounts Receivable Policy Section 12.6** states "Independent parties are to reconcile the bank deposits to the general ledger activity, customer's account, and receipts

As required by *Federal Generally Accepted Government Auditing Standard 9.52* and the *International Standards for the Professional Practice of Internal Auditing Standard 2600* which the Internal Audit Office follows, the Chief Internal Auditor has determined:

1. The Chief Internal Auditor and the Office of the Comptroller cannot come to an agreement on Finding 1.
2. The Office of the Comptroller will assume the associated risks with the Accounts Receivable Program for the City of El Paso.
3. An inquiry will be made in 6 months with the Office of the Comptroller to determine if any corrective action has occurred within the Accounts Receivable Program.

First Follow-Up Observation (Report dated July 31, 2024)

The Office of the Comptroller (OTC) is updating the *City of El Paso Accounts Receivable Policy* to ensure all billable activities are recorded and tracked in the PeopleSoft Accounts Receivable Module. City Departments remain responsible for reconciling and ensuring the accuracy of the receivables ledger and any payments posted to PeopleSoft. The OTC staff researches incorrect postings and works with the departments to correct errors. City Department Supervisors are asked to submit to OTC a quarterly reconciliation of outstanding receivables in their department. However, the OTC does not have a process or policy to receive or review Accounts Receivable reconciliations.

OTC is working with the Learning Office to deploy an on-demand training for all employees with access to the PeopleSoft Financials module. All new system users will be required to complete the training before obtaining access to the system.

Status

In Progress - The Office of the Comptroller should continue the update of the *City of El Paso Accounts Receivable Policy* to include specific billing procedures for City Departments. The *Policy* should also include procedures on how to reconcile Accounts Receivable payments posted in PeopleSoft. The updated *Policy* is set to deploy on September 1, 2024.

Current Observation

Accounts Receivable Policy

The Office of the Comptroller (OTC) has updated the *City of El Paso Accounts Receivable Policy* dated November 2024 to provide specific billing guidance for City Departments. The Policy was updated to address the following recommendations:

- *Ensure customer invoices contain clear identifying information to ensure payments are applied accurately.* The list of required customer information was updated and is now located in the Accounts Receivable Policy Section 7.0.

DRAFT

- *Establish the Accounts Receivable information that must be provided to the Office of the Comptroller.* Section 5.2 was updated to expand on what information must be provided to OTC at the end of the Fiscal Year for departments not using PeopleSoft.

Training Program

OTC has established a new training course for the updated *Accounts Receivable Policy* dated November 2024. Training is mandatory for all staff who are responsible for processing billings or deposits through the PeopleSoft Financial Accounts Receivable module. The training is provided through the EP Learners webpage. The following guidelines are provided by OTC through the training that address the following recommendations contained in the Finding.

- *Provide procedures on how to reconcile payments posted in PeopleSoft for invoices issued by departments.*
- *Provide procedures for departments to follow when they identify that a payment was posted to an incorrect account.*

The Accounts Receivable training provided by OTC lists a set of queries that can be run to ensure that invoices/deposits are posted to the correct account. The Accounts Receivable training also mentions who to contact to make corrections to an incorrectly posted invoice/deposit.

Remaining at the departmental level

The City of El Paso's Accounts Receivable function is decentralized. Each department is to develop and maintain written procedures for accounts receivable billing that align with the Accounts Receivable Policy. Departmental Account Receivable Procedures must be submitted to OTC for approval. The responsibility for the following recommendations remains at the departmental level to decide the proper implementation based on the department's operational needs:

- *Define which services and activities provided to customers need to be recorded in the PeopleSoft Accounts Receivable Module.*
- *Identify procedures on how to set up payment plans for Accounts Receivable on the rental of City facilities in PeopleSoft.*
- *Provide procedures on how to correctly record, invoice, and post payments for Accounts Receivables in PeopleSoft.*

Status

Implemented – OTC has updated the *Accounts Receivable Policy*, established a training course, and delegated the responsibility of departments developing, maintaining, and obtaining approval of their own Accounts Receivable Procedures.

Original Finding 2 (Report dated August 11, 2022)

Procedures for Past-Due Accounts Receivable Accounts

Our review identified seven (7) out of seven (7) departments (100%) follow their own procedures for the collection and account management for past-due Accounts Receivable. The *City of El Paso Accounts Receivable Policy* lacks specific procedural guidance for past-due account management that address the following:

- A policy to assign the responsibility of collecting on past-due Accounts Receivable in situations where OTC creates an invoice on behalf of a City Department. Currently, the Policy does not address whether it is the responsibility of OTC or the City Department to collect on past-due accounts.

DRAFT

- A process for City Departments to follow when customers have not responded to collection efforts.
- A procedure to refer past-due Accounts Receivable accounts to a 3rd-party collection agency. Departments do not know whether the option is available to them.
- A process to charge customers for collection costs incurred in pursuit of past-due Accounts Receivable accounts.
- A policy of restricting customers with past-due Accounts Receivable accounts from conducting future business with the City.
    - For example, the Environmental Services Department refuses access to the Greater El Paso Landfill to customers with a past-due Accounts Receivable account.

Standard/Criteria

City of El Paso Strategic Plan:

- Goal 6.3 *Implement programs to reduce organizational risk.*
- 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 Receivable Policy dated September 2020:

- Section 3.0 Goals and Objectives:
    - *Collect Accounts Receivables promptly in order to improve cash flow.*
    - *Review and update goals, policies and procedures regularly to properly account for, report, manage, and collect receivables.*
- Section 6.0 Structure of Accounts Receivable System, 6.4: *Collection of revenue owed to the City is a core responsibility of each business unit and shall use its best efforts to service and collect such Accounts Receivable.*
- Section 9.0 Collections on Current and Past Due Accounts:
- 9.3 – *A City department may contract with an outside agency to assist in Default Management as defined by the City.*
- 9.5 – *All departments are responsible for collecting on amounts invoiced and identifying staff assigned with these duties.*

A strong system of internal controls requires that Policies and Procedures be written by management to establish criteria for executing routine or repetitive activities followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides employees with the information and guidance to perform a job properly.

Original Recommendation (Report dated August 11, 2022)

The Office of the Comptroller (OTC) should update the *City of El Paso Accounts Receivable Policy* to incorporate the following guidance for the collection and account management of past-due accounts:

- Determine which past-due Accounts Receivable accounts need to be collected by departments or by OTC.
- List collection activities to conduct on past-due Accounts Receivable accounts, such as, contacting customers and sending follow-up invoices.
- Identify procedures to refer past-due accounts to a 3rd-party collection agency.
- Identify if and how to charge collection costs incurred in pursuit of past-due Accounts Receivable accounts.
- Identify if and how to restrict customers with past-due Accounts Receivable accounts from conducting future business with the City.

Once developed, City personnel that perform Accounts Receivable functions should be trained on the updated Accounts Receivable Policy.

DRAFT

Management's Response to Original Finding

Office of the Comptroller does not consider finding number Two to be a finding. As per responses below, the specific points in the audit report do not demonstrate any violation of policy or any internal control breakdown. We do agree that the audit department has great recommendations for improvements and appreciate their comments.

Finding 2: Our review identified seven (7) out of seven (7) departments (100%) follow their own procedures for the collection and account management for past-due Accounts Receivable. The *City of El Paso Accounts Receivable Policy* lacks specific procedural guidance for past-due account management.

From the AR Policy:
6.2 Each business unit should record its own receivables, apply its own payments, and collect on its own accounts.
6.3 Each business unit shall develop and maintain written procedures, however; each department is expected to abide by this policy.
6.4 Collection of revenue owed to the City is a core responsibility of each business unit and shall use its best efforts to service and collect such Accounts Receivable.
9.5 All departments are responsible for collecting on amounts invoiced and identifying staff assigned with these duties.

There is no authoritative guidance that mandates the inclusion of the Accounts Receivable procedure within the policy.
As per the Government Finance Officers Association: "When developing policies, it is important to avoid comingling policy with procedure. Failure to do so can make the strategic intent of the policy less clear and may dilute the force of organization's commitment to the underlying principles or goal of the policy." Kavanagh S.C. (2012). *Financial Policies.* Chicago, IL. Government Finance Officers Association. Pg 12.

Responsible Party

Implementation Date

Chief Internal Auditor's Response

The Chief Internal Auditor has reviewed the comments received from the Office of the Comptroller and disagrees with the comments submitted. The comment stating that Finding 2 is not a finding is not a decision for the Office of the Comptroller to make. This decision is the responsibility of the Chief Internal Auditor. In addition, the Chief Internal Auditor is concerned with the level of risks involved with the collection of the Accounts Receivable Balances for the City of El Paso. With a balance of over $145 Million in Accounts Receivable as of August 31, 2021, it is extremely important to develop an effective collection program for the City of El Paso's Accounts Receivable.

The situations identified in this Audit Report were not created by the current City Comptroller. The situations identified in this Audit Report is the result of many years of neglect in the area of Accounts Receivable.

During conversations with the City's Comptroller while conducting this audit, she informed the Chief Internal Auditor her staff was working on a new Procedures Manual. Finding 2 was written with the intention of assisting the Office of the Comptroller in developing their new Procedures Manual, especially in the area of collections. Because of a lack of written Accounts Receivable Collection procedures, City Staff has to rely on the current Accounts Receivable Policy. We are unsure why no mention is made regarding this new Procedures Manual in her comments. A new Procedures Manual could have a huge impact on the collection of the City of El Paso's Accounts Receivable.

DRAFT

As required by *Federal Generally Accepted Government Auditing Standards 9.52* and the *International Standards for the Professional Practice of Internal Auditing Standard 2600* which the Internal Audit follows, the Chief Internal Auditor has determined:

1. The Chief Internal Auditor and the Office of the Comptroller cannot come to an agreement on Finding 2.
2. The Office of the Comptroller will assume the associated risks with the Accounts Receivable Program for the City of El Paso.
3. An inquiry will be made in 6 months with the Office of the Comptroller to determine if any corrective action has occurred within the Accounts Receivable Program.

First Follow-Up Observation (Report dated July 31, 2024)

The Office of the Comptroller (OTC) is in the process of updating the *City of El Paso Accounts Receivable Policy* to contain guidance for the collection and account management of past-due accounts. OTC has developed a collections flowchart and is developing a process to generate and track Collection Letters.

The OTC has been working on developing an Accounts Receivable collection process, however, the City's PeopleSoft software upgrade that occurred in March 2024 caused delays for the collection process and policy updates.

Status

In Progress - The Office of the Comptroller should continue the update the of *City of El Paso Accounts Receivable Policy* to include guidance for City Department's staff for the collection and account management of past-due accounts. The collection process is set to deploy on September 1, 2024.

Current Observation

The City of El Paso *Accounts Receivable Policy dated November 2024* has been updated to incorporate the recommended guidance for the collection and account management of past-due accounts. The following guidance has been added to the Policy:

- Section 8.4: *Once an account is past the 30-day payment grace period, a dunning letter will be issued. Dunning letters will be sent as per the following schedule: 30, 60 ,90 days after the original invoice date.*
- Section 8.5: *Dunning letters will be sent to non-governmental agency customers. Accounts receivable that are handled by a third-party collection agency or have another type of legal recourse will not receive a dunning letter.*
- Section 8.6: *OTC will generate and mail the dunning letters each month. The department who issued the invoice will have their contact information stated on the dunning letter.*
- Section 8.7: *OTC processes billings for various departments, however the department is responsible for any customer inquiries. While OTC will do its best to collect all outstanding balances in full, it will require the full cooperation and assistance from all departments issuing invoices.*
- Section 8.8: *Per Ordinance 014700, the City will assess a one-time collection fee of 21% for qualified gross accounts receivable.*
- Section 8.9: *Uncollected accounts receivable over 120 days after the original invoice date will be submitted to the City Attorney for further action.*
- Section 8.12: *The Procurement Sourcing Policy section 13.1 mandates 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 accordance to Ordinance 016529.*

DRAFT

OTC has established a training course on the updated *Account Receivable Policy* dated November 2024, to ensure that City personnel who perform Accounts Receivable functions are familiar with the updated Policy. Training is mandatory for all staff who are responsible for processing billings or deposits through the PeopleSoft Financial Accounts Receivable module. The training is provided through the EP Learners webpage.

Status

Implemented

Original Finding 3 (Report dated August 11, 2022)

Accounts Receivable Billing Variances

Our review identified six (6) out of seven (7) departments (85.72%) are not following the *City of El Paso Accounts Receivable Policy* dated September 2020 for the recording, invoicing, posting, and reconciliation of receivables:

Recording

- Three (3) out of seven (7) departments (42.86%) do not consistently record and track all their billable activities in the PeopleSoft Accounts Receivable Module. Departments use different procedures to bill customers:

Sun Metro	Does not use Accounts Receivable Module to bill Union Depot Facility Rentals or Bus Bench Advertisements. The only record available of the transactions is when the department processes a customer payment for Union Depot Rentals or Bus Bench Advertisements.
Parks and Recreation Dept.	Does not record billable activities in Accounts Receivable Module or in PerfectMind Recreation Management Software. Invoices are created using Microsoft Word. The only record available of the transactions is when customer payments are processed. Department does not maintain an Accounts Receivable Aging Schedule.
Streets & Maintenance (SAM) Dept.	• Accounts Receivable Module is used for invoicing utility companies and contractors for reimbursement of expenses for street resurfacing projects, repavement, and staff overtime. • SAM requests reimbursements from citizens for damages to City property through a Demand Letter. SAM does not maintain a listing of amounts due from the mailed-out Demand Letters. • SAM has not invoiced citizens for property damages through the Accounts Receivable Module since Fiscal Year 2013, but continued to request reimbursement via Demand Letters. Currently, SAM is not billing citizens for all damages to City property via Demand Letters. As a result, revenue received from the reimbursement of damages to City property has declined by approximately $565,218.00 since FY2014. • In FY2014, the last year property damages were invoiced, SAM received $666,872.00 from reimbursements. In FY2021, SAM received $101,654.00.

Fiscal Year	2014	2015	2016	2017	2018	2019	2020	2021
Revenue Collected	$ 666,872	$ 495,706	$ 393,090	$ 411,015	$ 292,837	$ 204,250	$ 107,195	$ 101,654

Invoicing

- Two (2) out of seven (7) departments (28.58%) are not invoicing customers within 30 days from the date of service as required by *City of El Paso Accounts Receivable Policy*:

Streets & Maintenance (SAM) Dept.	Eight (8) out of nine (9) invoices (88.9%) reviewed were not invoiced within 30 days. Invoices were sent out 33 to 281 days after date of service.
Office of the Comptroller (OTC)	Three (3) out of nine (9) invoices (33.34%) reviewed were not invoiced within 30 days. Invoices were sent out 44 to 883 after the date of service. These invoices were created by OTC on behalf of City Departments. The Departments did not request the invoice to be created within 30 days.

Posting

- One (1) out seven (7) departments (14.29%) had a payment for a receivable posted to an incorrect account. A lease payment from Texas Tech in the amount of $3,407.53 was incorrectly posted to a Fire Department Income Account instead of Sun Metro's Accounts Receivable Account. Since Sun Metro did not receive the payment, the receivable became delinquent and was allocated to the Allowance for Doubtful Accounts.

Reconciliation

- Five (5) out of seven (7) departments (71.43%) reviewed (OTC, El Paso Zoo, Parks & Recreation, Environmental Services, Sun Metro) conduct monthly Accounts Receivable reconciliations. Environmental Services is the only department that provides a monthly Accounts Receivable report to OTC.

Standard/Criteria

City of El Paso Strategic Plan:

- Goal 6.3 *Implement programs to reduce organizational risk.*
- 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 Receivable Policy dated September 2020:

- Section 3.0 Goals and Objectives:
  - *Maintain a current and active customer database to ensure invoices and notices are addressed to the appropriate responsible party.*
  - *Ensure all billings for services and other billable activities are recorded and tracked for financial reporting purposes.*
  - *Reconcile on a monthly basis the Accounts Receivable Subsidiary Ledger to the General Ledger.*
- Section 7.2 Origination of an Accounts Receivable:
  d. *All invoices generated must be in the mail to the customer within 30 days of the date of service.*
- Section 9.6 General Policy:
  d. *The Comptroller will receive the Accounts Receivable report once a month.*
  e. *Office of the Comptroller will follow up with the business units to inquire about the status of outstanding bills on the aging report over 60.*

DRAFT

Original Recommendation (Report dated August 11, 2022)

The Office of the Comptroller should ensure all City Departments:

- Record and track all billable activities in the PeopleSoft Accounts Receivable Module.
- Invoice customers within 30 days of the date of service or submit a request for OTC to invoice on behalf of the department within 30 days.
- Inform OTC when a payment is posted to an incorrect account. So, corrections can be made to apply the payment to the correct account.
- Conduct monthly Accounts Receivable reconciliations and submit them to OTC for review.

Management's Response

Office of the Comptroller does not consider finding number Three to be a finding. As per responses below, the specific points in the audit report do not demonstrate any violation of policy or any internal control breakdown. We do agree that the audit department has great recommendations for improvements and appreciate their comments.

Our review identified six (6) out of seven (7) departments (85.72%) are not following the *City of El Paso Accounts Receivable Policy* dated September 2020 for the recording, invoicing, posting, and reconciliation of receivables:

Recording

Three (3) out of seven (7) departments (42.86%) do not consistently record and track all their billable activities in the PeopleSoft Accounts Receivable Module. Departments use different procedures to bill customers.

1. The policy does not identify PeopleSoft as the only mandated option to track billable activities. Office of the Comptroller requested the Internal Audit department to identify where in the policy it specifies that all billing of accounts receivable must occur in PeopleSoft and the response received did not answer the question. Section 2 and 3 of the policy were referenced in the response but again, in none of those sections the policy establishes that customers invoices are to be billed through PeopleSoft only. Please see question 3a in the Comptroller's Request for Information attached.
2. Office of the Comptroller requested the Internal Audit Department to identify where in the policy procedures have been specified and that the procedures must be similar or identical. Internal audit response did not identify this requirement in the policy. Please see question 3b in the Comptroller's Request for Information attached.
3. As per Audit Report pg 12: "Currently, SAM is not billing citizens for all damages to City property via Demand Letters. As a result, revenue received from the reimbursement of damages to City property has declined by approximately $565,218.00 since FY2014." Office of the Comptroller has requested Internal Audit to provide a list of damages that were not billed during FY14 and FY21 to help us understand this decline in revenue. According to the response attached in 3.c. SAM does not have a list of amounts due which indicates that the decline in revenue being caused by not billing through the AR module is an assumption and not a fact.

Invoicing

Two (2) out of seven (7) departments (28.58%) are not invoicing customers within 30 days from the date of service as required by *City of El Paso Accounts Receivable Policy.*

Office of the Comptroller requested Internal Audit to provide a list of all invoices not prepared within 30 days and the reasons provided by the department to justify the delay. According to the response, a total of 54 invoices were selected for review and only 9 invoices were selected from six departments aging schedules. The City processes over 10,000 billings annually. A sample test of 54 invoices equates to **less than 1%** and hence it is not representative of the population. Also, Internal Audit responded that the invoices were judgmentally selected and not randomly selected. Internal Audit did not respond to the request to provide Office of the Comptroller the total number of invoices for the time period audited, and whether or not the sample size was extended based on the findings. See attached.

DRAFT

Posting

- One (1) out seven (7) departments (14.29%) had a payment for a receivable posted to an incorrect account. A lease payment from Texas Tech in the amount of $3,407.53 was incorrectly posted to a Fire Department Income Account instead of Sun Metro's Accounts Receivable Account. Since Sun Metro did not receive the payment, the receivable became delinquent and was allocated to the Allowance for Doubtful Accounts.

Office of the Comptroller requested Internal Audit to provide a list of all payments that were found posted incorrectly. As per Internal Audit department **only one payment** was posted incorrectly. See response attached.

Reconciliation

- Five (5) out of seven (7) departments (71.43%) reviewed (OTC, El Paso Zoo, Parks & Recreation, Environmental Services, Sun Metro) conduct monthly Accounts Receivable reconciliations. Environmental Services is the only department that provides a monthly Accounts Receivable report to OTC.
- The policy does not specify that departments are mandated to submit reconciliations to OTC in a monthly basis. Per section 12.6 of the AR policy "Independent parties are to reconcile the bank deposits to the general ledger activity, customer's account, and receipts."pg. 10. This alludes to an internal control of not having the same person that created the billing, record the deposit and/or reconcile accounts receivable. There is an objective to have a monthly reconciliation of AR subsidiary ledger to general ledger which is currently being done by OTC.

Responsible Party

Implementation Date

Chief Internal Auditor's Response

The Chief Internal Auditor has reviewed the comments received from the Office of the Comptroller and disagrees with the comments submitted. The comment stating that Finding 3 is not a finding is not a decision for the Office of the Comptroller to make. This decision is the responsibility of the Chief Internal Auditor. In addition, the Chief Internal Auditor is concerned with the level of risks involved with the management of the Accounts Receivable Balances for the City of El Paso. With a balance of over $145 Million in Accounts Receivable as of August 31, 2021, it is extremely important to develop a strong management program for the City of El Paso's Accounts Receivable.

The information presented in Finding 3 is intended to demonstrate to the Office of the Comptroller specific examples of issues identified during the audit. City Departments are using their own interpretation of the Accounts Receivable Policy to manage their Accounts Receivable. This interpretation has caused different procedures to be practiced by the 7 City Department analyzed.

Because of a lack of written procedures, City Departments have to rely on the current Accounts Receivable Policy for direction. As mentioned in the Chief Internal Auditor's Response in Finding 2, we are unsure why the City Comptroller has made no mention of her current project to create a new Accounts Receivable Procedures Manual. This new Procedure Manual would be of great assistance to the City Departments handling Accounts Receivables.

The Chief Internal Auditor is concerned with the comments submitted by the Office of the Comptroller regarding the Audit Methodology used in the completion of this audit. The Audit Methodology used in the completion of this audit are nationally recognized auditing techniques. It is unclear to the Chief Internal Auditor why the Office of the Comptroller would question the Audit Methodology.

DRAFT

As required by *Federal Generally Accepted Government Auditing Standard 9.52* and the *International Standards for the Professional Practice of Internal Auditing Standard 2600* which the Internal Audit Office follows, the Chief Internal Auditor has determined:

1. The Chief Internal Auditor and the Office of the Comptroller cannot come to an agreement on Finding 3.
2. The Office of the Comptroller will assume the associated risks with the Accounts Receivable Program for the City of El Paso.
3. An inquiry will be made in 6 months with the Office of the Comptroller to determine if any corrective action has occurred.

First Follow-Up Observation (Report dated July 31, 2024)

The Office of the Comptroller (OTC) has asked City Departments to use OTC's "Month End Closing Checklist-Dept" to ensure that City Departments complete the following items each month:

- record all deposits,
- approve Accounts Receivable invoices within 30 days of the date of service,
- post Accounts Receivable payments,
- reconcile the Accounts Receivable account and inform OTC when a payment has been posted to the incorrect account, and
- submit quarterly reconciliations of outstanding receivables.

The OTC requested the Streets and Maintenance Department to use the PeopleSoft Accounts Receivable Module to record all receivables. The rest of the City Departments requesting an invoice to record a receivable are required to use the "Invoice/Credit Memo Request" form.

Status

In Progress - The Office of the Comptroller should continue to ensure all City Departments record and track all billable activities, invoice customers within 30 days of the date of service, inform OTC when a payment is posted to an incorrect account so it can be corrected and conduct monthly Accounts Receivable reconciliations.

Current Observation

Accounts Receivable Policy

The Office of the Comptroller (OTC) has updated the *Accounts Receivable Policy* and created a training course for the updated Policy to address the following recommendations:

- *Inform OTC when a payment is posted to an incorrect account. So, corrections can be made to apply the payment to the correct account.* OTC has established a new training course for the updated Accounts Receivable Policy dated November 2024. The training helps staff identify incorrect deposits and who to contact to make corrections. Training is mandatory for all staff who are responsible for processing billings or deposits through the PeopleSoft Financial Accounts Receivable module. The training is provided through the EP Learners webpage.
- *Conduct monthly Accounts Receivable reconciliations and submit them to OTC for review.* Section 8.2 states that OTC will reconcile the Accounts Receivable general ledger account to the aging report monthly. Upon identification of errors or discrepancies, the business unit will be notified to address and correct the error.

Remaining at the department level

The City of El Paso's Accounts Receivable function is decentralized. Each department is to develop and maintain written procedures for accounts receivable billing that align with the Accounts Receivable Policy. Departmental Account Receivable Procedures must be submitted to OTC for approval. The responsibility for the following

DRAFT

recommendations remains at the departmental level to decide the proper implementation based on the department's operational needs:

- *Record and track all billable activities in the PeopleSoft Accounts Receivable Module.* Due to a decentralized Accounts Receivable function, OTC has no way of certifying that all departments are billing for every billable activity. In addition, the Policy allows departments to maintain separate billing software that is not PeopleSoft Financials. Section 5.2 establishes guidelines for the accrual of Accounts Receivable balances maintained outside of PeopleSoft Financial and delegates the responsibility to departments to record, maintain, and report those outside balances.
- *Invoice customers within 30 days of the date of service or submit a request for OTC to invoice on behalf of the department within 30 days.* Section 6.6 states that invoices need to be mailed or emailed within 30 days of service or goods provided. However, due to a decentralized Accounts Receivable function, OTC cannot certify that all departments are sending invoices within 30 days from the day of service or goods provided. OTC delegates the responsibility to the departments to ensure invoices are sent within 30 days of service or goods provided.

Status

Implemented – OTC has updated the *Accounts Receivable Policy*, established a training course, and delegated the responsibility of departments developing and maintaining their own procedures to track billable activities and invoice customers within 30 calendar days of service or goods provided.

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 Accounts Receivable Program 2nd Follow-Up Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the observations and conclusions. In accordance with *Generally Accepted Government Auditing Standards*, we are required to conclude whether the Office of the Comptroller met the objectives of this Follow-Up Audit. Based on our audit work, we have determined that:

1. The Office of the Comptroller met the audit objectives in the following areas:
   - Providing specific billing guidance to City departments.
   - Providing guidance for the collection and account management of past-due accounts.
   - Establishing a training course for the updated *City of El Paso Accounts Receivable Policy* dated November 2024.
2. The Office of the Comptroller has delegated the following objectives to remain the responsibility of each department:
   - Defining which services and activities need to be recorded in the PeopleSoft Accounts Receivable Module.
   - Providing procedures on how to correctly record, invoice, and post payment for Accounts Receivable in the PeopleSoft Accounts Receivable Module.
   - Recording and tracking of all billable activities in the PeopleSoft Accounts Receivable Module.
   - Delegating responsibility to departments to ensure departments are invoicing customers within 30 days from the day of service or goods provided.

The Internal Audit Department determined that the Office of the Comptroller is actively monitoring the City's Accounts Receivable balances and continues to make efforts to reduce the balances. We wish to thank the Office of the Comptroller management and staff for their assistance and courtesies extended during the completion of this Follow-Up Audit.

Elizabeth De La O, CFE, CIA, CGAP, MPA
Deputy Chief Internal Auditor

Christian Castro, CIA, MAcc
Auditor II

Miguel Montiel, CIA, CGAP
Audit Manager

Distribution:
Financial Oversight and Audit Committee
Dionne Mack, City Manager
Robert Cortinas, Chief Financial Officer/Deputy City Manager
Margarita Marin, Deputy Chief Financial Officer/Comptroller

DRAFT

File #: 26-0223, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803
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 a budget transfer of $159,198.55 from 2020 Capital Funding Plan Project Savings to Downtown Bicycle Improvements Phase 1.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Office of Management and Budget

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Gilbert Guerrero **PHONE NUMBER:** 915-212-1803

2nd CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** 915-212-1092

DISTRICT(S) AFFECTED: District 8

AGENDA ITEM:

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer from Project Savings to Downtown Bicycle Improvements Phase 1.

ISSUE STATEMENT:

This item is requesting Council approval for a budget transfer from savings to the Downtown Bicycle Improvements Phase 1 project.

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 indicates: "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:

PCP21TRAN05 : $159,198.55 from project savings

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: _____

(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 Capital Improvement Department, require a budget transfer in excess of $100,000, which in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer from the Project Savings to Downtown Bicycle Improvements Phase 1, as listed and referenced below:

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

(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

File #: 26-0178, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Capital Improvement

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

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

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

DISTRICT(S) AFFECTED: 8

AGENDA ITEM:

A resolution that the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design of the STP-MM Reconstruction Project On System grant improvements, "I-10 Deck Plaza Project", which has an estimated total project cost of $10,601,001.00 of which the estimated local government participation amount is estimated at

ISSUE STATEMENT:

This item is an Advanced Funding Agreement (AFA)with TxDOT to allow TxDOT to manage the design of the structural elements of the Deck Plaza over I-10. The total amount of the agreement is $10,601,000 and the City's required match is $584,320 and will come from TIRZ #5 funds.

BACKGROUND:

This AFA allows for the design of the structural elements, not the deck plaza itself or the amenities, to proceed. It ensures that whenever the City decides to move forward with the deck plaza in the future, the elements are in place to build the deck plaza without having to do major modifications to I-10.

COUNCIL OPTIONS:

1. Approve the Advance Funding Agreement.
2. Decline approval

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

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

January to February 2023 - Public Engagement Sessions including 20 one-on-one interviews with stakeholders, neighborhood associations, business owners, residents, and non-profits
February to April 2023 - Public Meetings
February 27-March 1 and April 17-20, 2023 Community Advisory Committee meetings
July 29, 2024 Community Advisory Meeting
July 30, 2024 Public Open House

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

NA

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:

$584,320 from TIRZ#5 funds

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT ($)

ATTACHMENTS:

Advance Funding Agreement

FOR MORE INFORMATION:

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

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

SIGNATURE: _____

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

RESOLUTION

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

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

APPROVED this _____ day of _____ 2026.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodríguez
CID Grant Funded Programs Director

TxDOT:					Federal Highway Administration:	
CCSJ #	2121-02-188	AFA ID	Z00012365		CFDA No.	20.205
AFA CSJs	2121-02-188				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		IH10 Deck Plaza			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
STP-MM Reconstruction Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of El Paso**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **provide preliminary engineering for the I10 Downtown Deck Plaza over SPUR 1966 to .5 Miles East of Campell Street.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**State***	Architectural and Engineering Services	Article 11
4.	**N/A**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the preparation of Plans, Specification and Estimate (P,S&E) and related documents for the I10 Downtown Deck Plaza over Interstate 10 in El Paso, Texas. The project limit is from Spur 1966 to approximately .5 miles east of Campbell Street. TxDOT will provide the final design (PS&E plans) and supporting documents for construction of structural deck plaza spanning the I-10 freeway mainlanes within the project limits, As shown on Attachmet A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater

than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

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

7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local

Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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

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

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

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

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or

administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (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, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits 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 (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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.

K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

_____
Signature

_____
Typed or Printed Name

_____
Typed or Printed Title

_____
Date

APPROVED AS TO CONTENT:

Joaquin Rodriguez, AICP

APPROVED AS TO FORM:

Roberta Brito

Roberta Brito
Senior Assistant City Attorney

THE STATE OF TEXAS

_____
Signature

_____
Typed or Printed Name

_____
Typed or Printed Title

_____
Date

TxDOT:					Federal Highway Administration:	
CCSJ #	2121-02-188	AFA ID	Z00012365		CFDA No.	20.205
AFA CSJs	2121-02-188				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name	IH10 Deck Plaza				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

TxDOT:					Federal Highway Administration:	
CCSJ #	2121-02-188	AFA ID	Z00012365		CFDA No.	20.205
AFA CSJs	2121-02-188				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		IH10 Deck Plaza			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding, 14.2% State funding and 5.8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Design (by State Government)	$10,000,000	80%	$8,000,000	14.2 %	$1,420,000	5.8 %	$580,000
Subtotal	$10,000,000		$8,000,000		$1,420,000		$580,000
Environmental Direct State Costs	$15,000	80%	$12,000	14.2 %	$2,130	5.8 %	$870
Right of Way Direct State Costs	$5,000	80%	$4,000	0%	$0	20 %	$1,000
Engineering Direct State Costs	$25,000	80%	$20,000	14.2 %	$3,550	5.8 %	$1,450
Utility Direct State Costs	$5,000	80%	$4,000	0%	$0	20 %	$1000
Construction Direct State Costs	$1	0%	$0	0%	$0	100 %	$1
Indirect State Costs (5.29%)	$551,000	0%	$0	100%	$551,000	0%	$0
TOTAL	$10,601,001		$8,040,000		$1,976,680		$584,321

Initial payment by the Local Government to the State: $584,321.
Estimated total payment by the Local Government to the State for Preliminary Engineering only is $584,321. This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	2121-02-188	AFA ID	Z00012365		CFDA No.	20.205
AFA CSJs	2121-02-188				CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400			
Project Name		IH10 Deck Plaza			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

File #: 26-0231, **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, Dora Hernandez, (915) 212-1299
Strategic and Legislative Affairs, Fernando Berjano, (915) 337-2571

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution to submit an application to a $50,000 Texas A&M Forest Service Grant program, with a $21,000 cash and $29,000 in-kind match from the City.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT / COUNCIL OFFICE: Strategic and Legislative Affairs

AGENDA DATE: 2/17/26

PUBLIC HEARING DATE: 2/17/26

CONTACT PERSON NAME: Dora Hernandez **PHONE NUMBER:** 915-212-1299

2nd CONTACT PERSON NAME: Fernando Berjano **PHONE NUMBER:** 915-337-2517

DISTRICT(S) AFFECTED: All

AGENDA ITEM:

Discussion and action to approve resolution to submit a grant application for FY 26 Texas A&M Forest Service Community Resiliency

ISSUE STATEMENT:

This item asks for the City Council's approval to submit a grant application to the Texas A&M Forest Service Forestry Grants program requesting funds in the amount of $50,000.00, with a required $50,000.00 match from the City, for the 915 Resilient Community Forest project.

BACKGROUND:

period, closing on March 1, 2026, focusing on six different components: Municipal Forester, Workforce Development, Tree Planting, Community Resiliency, Human Health Enhancement and Access, and Watershed Protection Implementation.

Since January 2026, the City, Sembrando Esperanza, and UTEP faculty discussed partnering to secure funding to advance the priorities identified in the City's Climate Plan., specifically as they relate to community resilience. The specific roles, budget allocations, and cost-share will be defined in the final grant application and are highlighted in the presentation for this agenda item.

By submitting this joint application in collaboration with Sembrando Esperanza and UTEP, the City of El Paso will submit a competitive, comprehensive grant application encompassing technical expertise, locally led environmental engagement, and strong

COUNCIL OPTIONS:

Approve the resolution: I make a motion to approve the resolution to an application for the FY 26 Texas A&M Forest Service Community Resiliency grant program.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

NA

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

Sembrando Esperanza demonstrated its interest in this project as well as commitment to community activism for environmental preservation, both integral parts for project success. The organization relayed community feedback on existing green space and ideas to engage residents during project implementation. UTEP faculty showed interest and its willingness to partner with the City and Sembrando Esperanza on this project. The city also had initial consultations with El Paso Water to explore areas of collaboration if the grant is awarded

RELATED CITY POLICIES:

NA

PRIOR COUNCIL ACTION:

Council agenda item 24-210 on February 13, 2024 included discussion and action requesting Council support for Eco El Paso's grant application to the Texas A&M Forest Service FY24 Community Forestry Grants program.

There is no prior council action on the Texas A&M Forest Service FY 26 Community Forestry Grants Program.

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:

$21,000.00 from Strategic and Legislative Affairs (1000 105 11510 552000)

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT ($)

ATTACHMENTS:

Attachment Description

A.
B.
C.

FOR MORE INFORMATION:

Fernando Berjano	915-212-1299	BerjanoFL@elpasotexas.gov

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

SIGNATURE: Stephen Ian Voglewede

Digitally signed by Stephen Ian Voglewede
Date: 2026.02.02 17:00:00 -07'00'

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
_____
Ian Stephen Voglewede, Director
Strategic and Legislative Affairs