

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



DEPARTMENT / COUNCIL OFFICE:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

AGENDA ITEM:

ISSUE STATEMENT:

BACKGROUND:

COUNCIL OPTIONS:

COMMITTEE REVIEW AND/OR RECOMMENDATION:

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

RELATED CITY POLICIES:

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:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

ATTACHMENTS:

FOR MORE INFORMATION:

*****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 **EAST FM SIERRA VISTA HOLDING CO. LLC**, a Texas limited liability company (“Applicant”) in support of an infill development project located at *8500 North Gateway Blvd., El Paso, Texas 79904* (“Project”). The Agreement requires the Applicant to make a minimum investment of \$4,921,544.00 in the Project, and in consideration, the City shall provide economic incentives not to exceed \$210,293.02 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 Brascgalla, 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 **EAST FM SIERRA VISTA HOLDING CO. 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 *8500 North Gateway Blvd., El Paso, Texas 79904*, is within the Infill's Policy designated incentive area and the Applicant's proposed development meets the Infill's Policy eligibility requirements; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction of a development located on the Applicant's real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

WHEREAS, the Development will likely encourage increased economic development within the City and region, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Ad Valorem Taxes.** The term Ad Valorem Taxes means with respect to any property tax year, all ad valorem property taxes collected by the City on the Eligible Property for that tax year. For purposes of this Agreement, Ad Valorem Taxes collected by the City shall not include penalties, interest, or attorney's fees.
- B. **Affiliate.** The term Affiliate means of any person or entity identified in this Agreement means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, control when used with respect to any person or entity in conjunction with the term affiliate means (i) the ownership, directly or indirectly, of 50% or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms controlling and controlled have meanings correlative to the foregoing control as herein defined.
- C. **Agreement.** The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibit(s) and schedules attached and incorporated herein by reference.
- D. **Applicant.** The term *Applicant* means East FM Sierra Vista Holding Co. LLC.
- E. **Base Year Value.** This phrase means valuation of the real property by the El Paso

Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is \$63,247.00.

- F. **Building Construction Fee Rebate.** This phrase means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed \$10,000.00 and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value.
- G. **Construction Materials Sales Tax Rebate.** This phrase means a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed \$24,607.72.
- H. **Development.** The word *Development* means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: office, retail, restaurant, multifamily residential facilities, commercial, and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in *Exhibit B*, which is attached and incorporated for all purposes.
- I. **Effective Date.** This phrase means the date the El Paso City Council approves the Agreement.
- J. **Grant.** The word *Grant* means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Building Construction Fee Rebate; and (iii) Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments will not exceed \$210,293.02.
- K. **Grant Submittal Package.** The term *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in *Exhibit C*, which is attached hereto and incorporated herein for all purposes.
- L. **Minimum Appraisal Value.** This phrase means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is \$2,524,019.00. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.

- M. **Minimum Investment.** The term *Minimum Investment* means those costs incurred, self-performed, or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is \$4,921,544.00.
- N. **Municipal Purpose.** The term *Municipal Purpose* shall mean or otherwise include one or more of the following:
- (i) the funding of maintenance and operations expenditures of the City; and
 - (ii) the funding of debt service on lawfully incurred obligations of the City; and
 - (iii) the funding of any economic development grants or performance, incentive, or tax sharing agreements made in compliance with Chapter 380 of the Texas Local Government Code or other applicable law; or
 - (iv) any capital improvement project or other lawful municipal purpose authorized under Texas law that the City otherwise determines is necessary and appropriate.
- O. **Program.** The term *Program* means the economic development program established in accordance with the Chapter 380 Economic Development Policy pursuant to the Act designed to promote local economic development and stimulate business and commercial activity within the City.
- P. **Project.** The term *Project* means Applicant's planned construction of substantial improvements to real property within the City.
- Q. **Property Tax Rebate.** This *Property Tax Rebate* means a rebate, according to the Incremental Real Property Tax Rebate Table found in *Exhibit D* of this Agreement, of the City's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed \$175,685.30.
- R. **Qualified Expenditures.** The term *Qualified Expenditures* means the monetary expenditures paid or caused to be paid by the Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- S. **Real Property.** The term *Real Property* means the real property owned by the Applicant located at 8500 North Gateway Blvd., El Paso, Texas 79904, and described on *Exhibit A*, which is attached and incorporated by reference. The Real Property is the location for the Applicant's proposed Development.
- T. **Vacant Building.** The term *Vacant Building* means a building that is 60% or more

unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) 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 *\$4,921,544.00* in Qualified Expenditures to construct the Development.

(3) The Applicant agrees to renovate, at its sole cost, the Project. The Applicant must obtain the building permits for the Project within 12 months from the Effective Date of this Agreement, unless permit is delayed by the City. The Economic Development Director may administratively extend this period.

(4) Within 24 months after the Effective Date, the Applicant shall submit documentation to the City to verify the following:

(a) The expenditure of a minimum of *\$4,921,544.00* in Qualified Expenditures; and

(b) That the Applicant has received a Certificate of Occupancy for the Development.

(5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless

specifically approved by the El Paso City Council.

(6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.

(7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

(8) The Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.

(9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$2,524,019.00 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 \$2,524,019.00 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 \$24,607.72 in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed \$10,000.00 in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Real Property Tax Rebate not to exceed \$175,685.30 in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraph's A through F shall constitute an Event of Default:

- A. **Failure to Comply.** The Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or the Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and the Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by the Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if the Applicant obtains actual knowledge that any such

representation or statement has become false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after the Applicant learns of its false or misleading nature.

- C. **Insolvency.** The Applicant files a voluntary petition in bankruptcy, or a proceeding in bankruptcy is instituted against the Applicant, and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant.
- D. **Property Taxes.** If the Applicant allows its personal or real property taxes owed to the City to become delinquent, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** In the event of any alleged breach or default under this Agreement, the non-defaulting party shall provide written notice ("Notice") to the defaulting party describing the nature of the breach or default. The defaulting party shall have a period of 60 days from receipt of Notice to cure the breach or default (the "Cure Period"), except that defaults related to false statements or delinquent property taxes must be cured within 30 days, and defaults relating to construction obligations must be cured within 90 days. If the breach or default cannot be cured within the applicable Cure Period, no Event of Default shall be deemed to have occurred so long as the defaulting party commences the cure within the applicable Cure Period and continuously and in good faith pursues such cure to completion. If the defaulting party fails to cure the breach or default within the applicable Cure Period, the non-defaulting party may terminate this Agreement upon written notice and shall be entitled to exercise any and all rights and remedies available under this Agreement, at law, or in equity, including the right to recapture any Grant Payments previously made by the City, and the City's obligations under this Agreement shall thereupon terminate.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as provided herein, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end, and the City may exercise any other right or remedy available at law or in equity.
- G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the Cure Period for such default has expired, the City may, at sole discretion of the City Manager, require that all or a

portion of the Grants provided pursuant to this Agreement be recaptured and repaid by the Applicant previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Applicant's risk profile, and any other factors deemed relevant by the City.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, the Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Applicant to cure.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.
- F. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction

of same will be in accordance with all applicable federal, state, and local laws and regulations.

- G. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- H. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.
- I. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- J. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than 120 days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.
- K. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.
- L. **Filing.** The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.
- M. **Governmental Function.** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

- S. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- T. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will not be used to contest appraisal values or in the determination of the market value of the Development; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.
- U. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2026.

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Oscar Gomez
Assistant City Attorney



Karina Brasgalla, Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My Commission Expires:

[Signatures continue on the following page]

APPLICANT:
East FM Sierra Vista Holding Co. LLC, a
Texas limited liability company

By: [Signature]
Name: Bernardino Olague
Title: Managing Partner

ACKNOWLEDGMENT

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on the 18th day of February, 2026, by Bernardino Olague as managing partner (title) of East FM Sierra Vista Holding Co. LLC, a Texas limited liability company.

[Signature]
Notary Public, State of Texas

My Commission Expires:
March 24, 2027

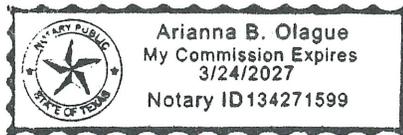


EXHIBIT A

Legal Description and map of the Real Property

1 SIERRA VISTA ACRES LOT 2 (43,559 SQ FT)

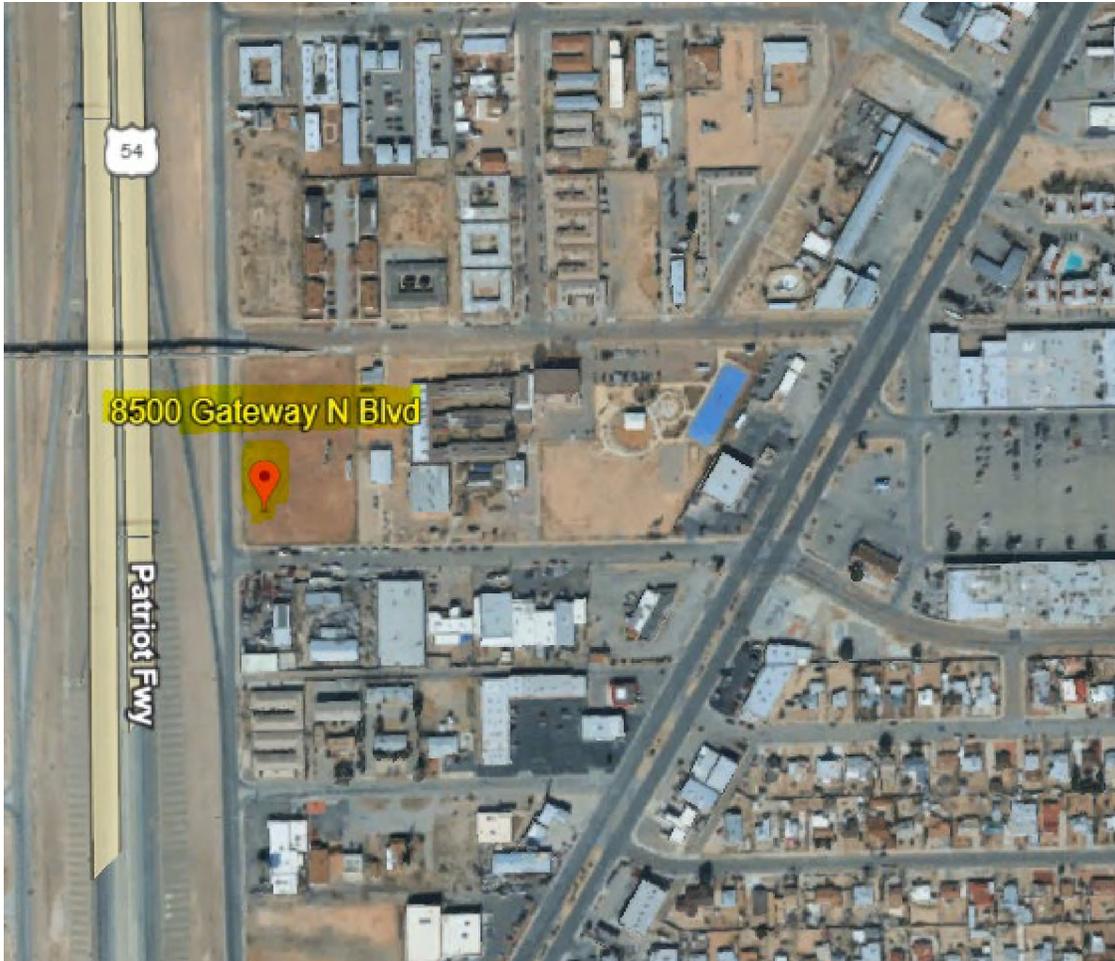


EXHIBIT B

Description of Development

The developer, EAST FM SIERRA VISTA HOLDING CO. LLC, a Texas limited liability company, proposes to construct a new 40,060-square-foot office facility located at 8500 Gateway North Blvd. in El Paso, Texas. The two-story building will include office space, laboratories, a cafeteria, wellness amenities such as a racquetball court, and other modern features designed to accommodate more than 60 employees. The site will provide parking for staff and visitors, landscaped areas with low-impact stormwater management systems, and infrastructure to support future enhancements such as a rooftop terrace and solar panel-covered parking canopies.

This project is envisioned as a vibrant center for engineers, planners, technicians, and support staff. By attracting a substantial professional workforce to the area each day, the development will help drive local retail and restaurant activity, stimulate economic growth, and enhance the overall vitality of the surrounding community.

Rendering:

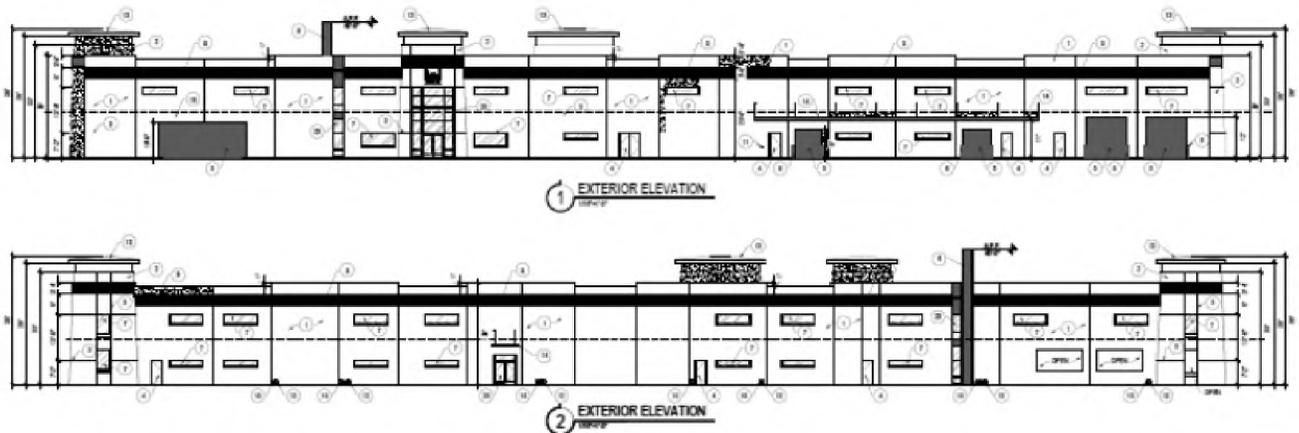


EXHIBIT C

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 *\$4,921,544.00* including but not limited to
 - a. Stamped *PAID* invoices
 - b. Copies of checks proving payment – corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
4. **[DUE WITHIN 24 MONTHS OF AGREEMENT EXECUTION]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b)
5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;
6. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;
7. Property tax payment receipts showing proof of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to *90 days* to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	<u>Bernardino Olague</u>
Business Name	<u>East FM Sierra Vista Holding Co. LLC.</u>
Agenda Item Type	<u>Infill Agreement</u>
Relevant Department	<u>Economic and International Department</u>

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.**

2/18/2026

Signature: _____ Date: _____

