



CITY OF EAGLE PASS
AGENDA
CITY COUNCIL REGULAR MEETING
Council Chambers, City Hall
100 S. Monroe Street, Eagle Pass,
Maverick County, Texas
Tuesday, July 7, 2026 at 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF REVERENCE

ANNOUNCEMENTS

CITIZENS COMMUNICATIONS AND RECOGNITIONS

1. Recognition to Isaiah Cortinez and Mia Solorzano for representing the community during the 2026 FIFA World Cup.
2. Presentation of proclamation for:
 - Watch your Car Month

CONSENT AGENDA ITEMS

3. Approval of minutes for June 2, 2026.
4. Second reading of an ordinance amending the Fiscal Year 2025–2026 Annual Budget by appropriating revenues from the International Bridge System Fund and transferring an amount not to exceed \$3,000,000.00 to the General Fund to initiate construction of the Patsy Winn Boulevard Extension Project, with the understanding that such funds may be reimbursable upon approval and receipt of an eligible funding mechanism.
5. Third and final reading of an ordinance of the City of Eagle Pass, Texas, supplementing Chapter 16, Article I, Section(s) 16-6, 16-11(j), of the Code Of Ordinances to align the City of Eagle Pass Code of Ordinances with HB 2844, which transfers regulatory authority over mobile food units (MFUS) to the Texas Department of State Health Services (DSHS). the ordinance removes city permitting authority except where local regulation remains authorized (zoning, fire safety, public safety, noise, waste disposal, and special events); providing that this ordinance shall be cumulative; providing a severability

clause; and declaring an effective date.

6. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass supporting the transportation corridor Farm-to-Market Road 1021.
7. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass appointing a member to the Charter Review Commission.
8. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass appointing members to the Bridge Board Advisory Board.
9. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass appointing a member to the Ethics Review Commission.
10. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass appointing a member to the Zoning Board of Adjustments and Appeals.
11. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass appointing a member to the Planning and Zoning Commission.

WORKSHOP

12. Presentation and possible action on the proposed City of Eagle Pass Budget for fiscal year 2026-2027.

RESOLUTION(S)

13. Discussion and possible action to approve a resolution of the City Council of the City of Eagle Pass, Texas, expressing the City's official position regarding the installation of floating buoy barriers on the Rio Grande River within or adjacent to the City of Eagle Pass, and authorizing the Mayor to execute all documents necessary to effectuate the resolution.

OTHER BUSINESS

14. Consideration and possible action on an agreement between Eagle Pass Independent School District and the City of Eagle Pass for the use of the City of Eagle Pass Golf Course.
15. Consideration and possible approval of an agreement between Aranda Real Estate and the City of Eagle Pass for broker services.
16. Discussion and possible action authorizing the City Manager to negotiate and execute an agreement with Be Well Institute on Substance Use and Related Disorders with UT Health in San Antonio for the placement and operation of

Naloxone vending machines at Central Fire Station for the purpose of increasing public access to opioid overdose reversal medication.

17. Consideration and possible approval of Amendment No. 1 to the Ardurra Task order No. 8 for the Camino Real Bridge Realignment Project for an additional amount of \$193,080.81 to bring the total amount of the task order to \$1,075,624.00.
18. Consideration and possible approval of a land lease agreement between the City of Eagle Pass and Gibraltar Construction Company, Inc. for the use of Shelby Park as a staging area for the installation of water buoys in the Rio Grande River.
19. Consideration and possible approval to allow the City Manager to execute a contract with Arista Design for an amount not to exceed \$249,000.00 for the City of Eagle Pass Comprehensive Plan RFP #2026-10.
20. Update on the flexible summer schedule for city staff.

EXECUTIVE SESSION

The City Council reserves the right to adjourn into executive session at any time during this meeting to discuss any posted agenda item when authorized by Texas Government Code, Chapter 551, Subchapter D, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following a closed session, the open meeting will reconvene at which time action, if any, may be taken.

21. Executive Session pursuant to Texas Government Code, Chapter 551, Section 551.071 discussion, and possible action regarding Cause No. 26-04-45528-MCV, in the 293rd District Court, Maverick County, Texas, Luis Alfonso Ruiz v. City of Eagle Pass, Texas; and any other matters incident thereto.
22. Executive Session pursuant to Section 551.071 of Chapter 551, Texas Government Code—Consultation with attorney regarding the Fire and EMS Services Agreement with Maverick County; and any other matter incident thereto

ADJOURNMENT

Entrance and parking spaces for disabled persons are available in front of City Hall.

CERTIFICATION

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Eagle Pass is true and correct copy of said notice and

was posted on the bulletin board located at City Hall in a convenient place to the public, 100 South Monroe Street, Eagle Pass, Texas, and said notice was posted the 30th of June 2026, at 5:00 p.m., which is more than three (3) business days prior to the meeting on the 7th day of July 2026.

Erika Rodriguez
City Secretary

THE STATE OF TEXAS)
COUNTY OF MAVERICK)
CITY OF EAGLE PASS)

The City Council of the City of Eagle Pass held their Regular Meeting on Tuesday, June 2, 2026, at 5:30 p.m. in the Council Chambers at Eagle Pass City Hall, 100 S. Monroe St., Eagle Pass, Texas. All legal notices were duly posted in accordance with the law.

CALL TO ORDER

City Council present: Mayor Aaron Valdez.; Councilors: Jessica Rey Ramon, Mario Garcia and Elias Diaz.

Absent: Mayor Pro-Tem, William “Billy” Davis

City staff present: City Manager, Homero Balderas; Assistant City Manager, Ivan Morua; Assistant City Manager, Placido Madera; City Attorney, Ana Sophia Garcia; City Secretary, Erika Rodriguez.

With a quorum being established, Mayor Valdez called the meeting to order, and the items were considered as follows:

PLEDGE OF ALLEGIANCE

Mayor Valdez led the assembly in Pledge of Allegiance.

MOMENT OF REVERENCE

The invocation was delivered by Pastor.

ANNOUNCEMENTS

- **FIFA World Cup Watch Parties:** The city will host watch parties at Moncada Park for a USA game, a Mexico game, and the championship. Information will be on the city’s Facebook page by June 3, 2026.
- **Flag Day Ceremony:** A Flag Day event will be held on June 12, 2026, at 9:00 a.m. at the museum.
- **Fourth of July Celebration:** The celebration for the 250th anniversary of the U.S. will be at Shelby Park. Vendor and parade information will be released soon.
- **Capital Improvement Program (CIP):** A town hall will be held on June 11, 2026, at the Western Math ICT. The public can vote on 30 proposed projects via a link that closes on June 11.
- **Junk Vehicle Campaign:** As part of the “Keep Eagle Pass Beautiful” initiative, the legal department and code enforcement will issue notices to residents with junk vehicles.

- **Summer Reading Program:** Due to high demand, registration will now open every Monday for the following week's program. The program runs for six weeks with different themes.
- **Aquatic Center:**
 - Hours are Tuesday-Friday (4:30 p.m.–8:30 p.m.) and weekends (2:30 p.m.–8:30 p.m.).
 - "Dive In Movie Night" is every Wednesday at 8:45 p.m. with free admission after 8:30 p.m.
- **Swimming Lessons:** Lessons for all ages started on June 2, 2026. Online registration is available.
- **Summer Camps:** A variety of sports, science, arts, and board game camps are offered.
- **Boxing Program:** Held Monday-Friday at the Alfonso Mayan Recreation Center for \$40/month. The youth beginner class has a waiting list.
- **Other Facilities:** The Splash Pad and Mini Golf & Golf Course are open Tuesday-Sunday.

CITIZENS COMMUNICATIONS AND RECOGNITIONS

1. Retirement recognition for Ms. Mariebelle Cortez for 21 years of service.
2. 15U 830 Volleyball Academy Lone Star Regional Champions

City Council recognized Ms. Cortez for her years of dedicated service and valuable contributions to the Planning Department.

City Council also recognized the 15U 830 Volleyball Academy Lone Star Regional Champions and the Glass Elementary baseball team for their outstanding athletic accomplishments.

The Mayor proclaimed the week of June 1–5, 2026, as National Code Enforcement Week and read the proclamation into the record.

Mr. Mary Grall, Americka Gurwell, and Jessie Fuentes addressed the City Council during public comments regarding the protection of the Rio Grande. The speakers expressed support for environmental preservation and discussed its importance to the community and local economy.

CONSENT AGENDA ITEMS

3. Approval of minutes for May 5 and May 19, 2026.
4. Second reading of an ordinance of the City of Eagle Pass, Texas amending Chapter 5, Article III, Section 5-32, of the Code of Ordinances to include North Ridge Subdivision, Block 1, Lot 1 (2427 Del Rio Blvd) within the areas in which the sale of alcoholic beverages for consumption on the premises is permitted.
5. Second reading of an ordinance of the City of Eagle Pass, Texas amending Chapter 5, Article III, Section 5-32, of the Code of Ordinances to include Vista Hermosa Commercial Subd, Block 1, Lot

2, Acres 1.3 (2093 N. Veterans Blvd) within the areas in which the sale of alcoholic beverages for consumption on the premises is permitted.

6. Second reading of an ordinance of the City of Eagle Pass, Texas amending Chapter 5, Article III, Section 5-32, of the Code of Ordinances to include Quirk Subdivision Unit #1, Lot 1 (4377 FM 1021) within the areas in which the sale of alcoholic beverages for consumption on the premises is permitted.

7. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 16, Article 31, Section 16-31 of the Code of Ordinances regarding junked vehicles, by amending the definition of junked vehicle to align with the Texas Transportation Code Chapter 683.

8. Third and final reading of an ordinance of the City of Eagle Pass, Texas, supplementing Chapter 19, Article I, Section 19-22, of the Code of Ordinances to establish child safety zones and residency restrictions requiring registered sex offenders whose offenses involved children to reside at least 1,500 feet from any location where children commonly gather.

Councilor Diaz stepped out and did not participate in consent agenda items.

Councilor Ramon moved to approve consent agenda item 3-8. Seconded by Councilor Garcia

MOTION PASSED

AYES: Valdez, Garcia, and Ramon
NAYS: None
ABSTAINED: None
ABSENT: Davis and Diaz

ORDINANCE(S)

9. Introductory ordinance of the City of Eagle Pass, Texas, supplementing Chapter 16, Article I, Sections 16-6 and 16-11(j), of the Code of Ordinances to align the City Code with HB 2844, transferring regulatory authority over mobile food units to DSHS, removing city permitting authority except where otherwise authorized, providing cumulative and severability clauses, and declaring an effective date.

Councilor Diaz moved to approve ordinance on first reading. Seconded by Councilor Ramon

MOTION PASSED

AYES: Valdez, Garcia, Ramon, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: Davis

OTHER BUSINESS

10. Presentation and possible action of a partnership with Choose Clinical Group for a Veterans Clinical Facility.

Mr. Jacob Pizana addressed the City Council regarding the former Maverick County Hospital property. He discussed the need for expanded healthcare services for veterans and the community and proposed that the property be donated to Choose Clinical Group for redevelopment into a healthcare facility offering mental health, primary care, telehealth, and other medical services. Mr. Pizana stated that the project would include environmental remediation, rehabilitation of the facility, and partnerships with local, state, and federal agencies to improve access to healthcare.

Ms. Sonia Delgado addressed the City Council regarding the proposed funding and remediation plan. She explained that Choose Clinical Group would be responsible for securing state and federal funding for asbestos abatement, environmental cleanup, and rehabilitation of the property. Ms. Delgado further stated that the proposed donation would remove the City's liability associated with the abandoned facility while preserving the property for future community use.

Mr. Mike Chavez, Maverick County Veteran Service Officer, addressed the City Council regarding the need for a local veterans' resource center to improve access to healthcare and support services. He discussed the challenges veterans face in obtaining medical care due to travel distances and limited local providers and expressed support for the proposed partnership with Choose Clinical Group to establish a veterans' clinical resource hub in Eagle Pass.

City Manager Homero Balderas recommended that, rather than donating the property, the City pursue a long-term lease agreement to ensure accountability and continuity of services while allowing the organization to seek grant funding and complete the proposed project.

Councilor Ramon moved to authorize city manager to negotiate and execute agreement with Choose Clinical Group. Seconded by Councilor Diaz **MOTION PASSED**

AYES: Valdez, Ramon, and Diaz

NAYS: None

ABSTAINED: Garcia

ABSENT: Davis

11. Consideration and possible approval of an agreement between Eagle Pass Health Coalition and The Support Hub for the use of the Loma De La Cruz Center.

City Manager Homero stated that, based on the presentation provided, he recommends approval through December 31, 2026. He further stated that, should any changes become necessary, the item will be brought back before the City Council for consideration.

Councilor Ramon moved to approve agreements. Seconded by Councilor Diaz. **MOTION PASSED**

AYES: Valdez, Ramon, Garcia and Diaz
NAYS: None
ABSTAINED: None
ABSENT: Davis

12. Presentation and possible action to initiate the process for adoption of the 2021 International Code Council (ICC) Codes, replacing the current 2018 ICC Codes, and adoption of the 2020 National Electrical Code (NEC), replacing the current 2017 NEC.

Community Development Director Guadalupe Negrete presented an overview of the proposed adoption of the 2021 International Code Council (ICC) codes and the 2020 National Electrical Code (NEC), which would replace the City's current building and electrical codes.

Mr. Negrete informed the Council that the adoption process would include stakeholder meetings with developers and builders, consideration of local amendments, and a phased implementation to facilitate the transition to the updated codes.

Councilor Ramon moved to initiate process. Seconded by Councilor Diaz. **MOTION PASSED**

AYES: Valdez, Ramon, Garcia and Diaz
NAYS: None
ABSTAINED: None
ABSENT: Davis

13. Consideration and possible action on the State Infrastructure Bank (SIB) terms and conditions.

This item was a presentation for informational purposes, and no action was required.

- **Loan Details:**

- **Purpose:** Funding the construction of the Patsy Boulevard extension.
- **Amount:** \$50 million.
- **Interest Rate:** 2.11% over a 10-year term.
- **Lender:** State Infrastructure Bank (SIB), a state-funded bank.

- **Loan Process & Timeline:**

- The loan application is scheduled to be on the Texas Transportation Commission meeting agenda for approval on June 25, 2026, Staff members plan to attend to advocate for the project.
- This type of SIB loan does not require public voter approval, unlike Certificates of Obligation (COs), which would have a much higher interest rate.

A formal resolution for acceptance will be brought back to the Council after the loan is approved by the commission.

14. Consideration and possible approval to enter into an Equipment Lease-Purchase Agreement #25894 for AXS Dispatch Consoles with Motorola Solutions for Eagle Pass Police Department and Fire Department on an amount not to exceed \$656,117.85.

Councilor Ramon moved to approve lease purchase agreement #25894. Seconded by Councilor Diaz. **MOTION PASSED**

AYES: Valdez, Ramon, Garcia and Diaz
NAYS: None
ABSTAINED: None
ABSENT: Davis

EXECUTIVE SESSION

The Council adjourned into Executive Session at 7:33 p.m. to consider the item below. The Council reconvened in open session at 7:54p.m. to take action as noted below.

15. Executive Session pursuant to Section 551.071 of Chapter 551, Texas Government Code – Consultation with attorney regarding the Fire and EMS Services Agreement with Maverick County; and any other matter incident thereto.

No Action.

ADJOURNMENT

Councilor Ramon moved to adjourn the meeting at 7:54 p.m. Seconded by Councilor Garcia. **MOTION PASSED.**

Aaron Valdez
Mayor

ATTEST:

Erika Rodriguez
City Secretary

ORDINANCE NO. 2026-

AN ORDINANCE AMENDING ORDINANCE NO. 2025-37, THE FISCAL YEAR 2025–2026 BUDGET OF THE CITY OF EAGLE PASS, TEXAS; AUTHORIZING THE TRANSFER OF AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FROM THE INTERNATIONAL BRIDGE SYSTEM FUND TO THE GENERAL FUND TO PROVIDE INTERIM FUNDING FOR THE PATSY WINN BOULEVARD EXTENSION PROJECT; EXPRESSING THE CITY COUNCIL'S INTENT TO SEEK REIMBURSEMENT OF SUCH FUNDS THROUGH A STATE INFRASTRUCTURE BANK (SIB) LOAN, GRANT FUNDING, BOND PROCEEDS, OR OTHER APPROVED FUNDING SOURCES IF AND WHEN SUCH FUNDING BECOMES AVAILABLE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass is pursuing the Patsy Winn Boulevard Extension Project, a critical transportation improvement intended to enhance mobility, public safety, and economic development; and

WHEREAS, immediate funding is needed to initiate project expenditures while long-term financing is being pursued; and

WHEREAS, the International Bridge System Fund has sufficient available resources to temporarily provide such funding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, THAT:

SECTION 1. The Fiscal Year 2025–2026 Budget is hereby amended to authorize the transfer of an amount not to exceed \$3,000,000 from the International Bridge System Fund to the General Fund for the purpose of providing initial funding for the Patsy Winn Boulevard Extension Project.

SECTION 2. The budget amendments approved herein shall be funded from revenue surpluses realized throughout the fiscal year.

SECTION 3. The City Manager is authorized to file this ordinance and amended budget with the County Clerk of Maverick County and the City Secretary.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and

sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. This ordinance shall take effect immediately upon approval.

READ, PASSED, AND APPROVED ON FIRST READING on this 16th Day of June A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this ____ Day of ____ A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this ____th Day of A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Sophia A. Garcia
City Attorney

ORDINANCE NO. 2026-

AN ORDINANCE AMENDING ORDINANCE NO. 2025-37, THE FISCAL YEAR 2025–2026 BUDGET OF THE CITY OF EAGLE PASS, TEXAS; AUTHORIZING THE TRANSFER OF AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FROM THE INTERNATIONAL BRIDGE SYSTEM FUND TO THE GENERAL FUND TO PROVIDE INTERIM FUNDING FOR THE PATSY WINN BOULEVARD EXTENSION PROJECT; EXPRESSING THE CITY COUNCIL'S INTENT TO SEEK REIMBURSEMENT OF SUCH FUNDS THROUGH A STATE INFRASTRUCTURE BANK (SIB) LOAN, GRANT FUNDING, BOND PROCEEDS, OR OTHER APPROVED FUNDING SOURCES IF AND WHEN SUCH FUNDING BECOMES AVAILABLE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass is pursuing the Patsy Winn Boulevard Extension Project, a critical transportation improvement intended to enhance mobility, public safety, and economic development; and

WHEREAS, immediate funding is needed to initiate project expenditures while long-term financing is being pursued; and

WHEREAS, the International Bridge System Fund has sufficient available resources to temporarily provide such funding.

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SECTION 1. The Fiscal Year 2025–2026 Budget is hereby amended to authorize the transfer of an amount not to exceed \$3,000,000 from the International Bridge System Fund to the General Fund for the purpose of providing initial funding for the Patsy Winn Boulevard Extension Project.

SECTION 2. The budget amendments approved herein shall be funded from revenue surpluses realized throughout the fiscal year.

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sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. This ordinance shall take effect immediately upon approval.

READ, PASSED, AND APPROVED ON FIRST READING on this 16th Day of June A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this ____ Day of ____ A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this ____th Day of A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Sophia A. Garcia
City Attorney

RESOLUTION NUMBER 2026-R

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EAGLE PASS, TEXAS,
SUPPORTING THE TRANSPORTATION
CORRIDOR FARM-TO-MARKET ROAD
1021.**

WHEREAS, Farm-to-Market Road 1021 serves as a vital transportation corridor connecting Eagle Pass and Laredo, yet currently contains approximately 40-50 miles of unpaved road, limiting safe and efficient travel for residents, businesses, law enforcement and emergency services;

WHEREAS, ensuring that Farm-to-Market Road 1021 is sufficiently maintained will encourage economic growth, enhance trade opportunities, and strengthen border security infrastructure along this key route;

WHEREAS, improving the security of Farm-to-Market Road 1021 will yield long-term public safety benefits, including addressing our region's infrastructure needs, providing a reliable route for law enforcement and border operations, and eliminating blind spots that can be exploited to facilitate the movement of illicit narcotics & weapons;

WHEREAS, investing in the maintenance of Farm-to-Market Road 1021 will stimulate economic development by improving freight mobility, supporting local businesses, attracting investment to the region, and supporting residential mobility;

WHEREAS, the City of Eagle Pass acknowledges that the completion of a fully paved, state-maintained roadway will fortify our border, reduce crime, refine law enforcement response times, and foster long-term economic growth and resilience.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS:

SECTION 1. strongly supports state-level investment & maintenance of Farm-to-Market Road 1021. By prioritizing the timely improvement of this critical transportation corridor in recognition of its essential role in the security infrastructure and public safety.

SECTION 2. This resolution is effective immediately upon its passage.

READ, PASSED, AND APPROVED this 7th day of July A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

PROFESSIONAL SERVICES AGREEMENT WITH ARANDA REAL ESTATE, LLC

THIS AGREEMENT (“Agreement”) is entered into this ____ day of June 2026 by and between ARANDA REAL ESTATE, LLC ("BROKER"), a firm of certified individual brokers duly licensed and practicing under the laws of the State of Texas, and the CITY OF EAGLE PASS, MAVERICK COUNTY, TEXAS, a Municipal Corporation of the State of Texas ("CITY"). For convenience, the BROKER and the CITY may sometimes be referred to herein collectively as “parties” and individually as a “party.”

WITNESSETH

WHEREAS, On March 12, 2026, the City of Eagle Pass issued a request for qualifications (RFQ) #2026-013 for City of Eagle Pass Downtown Properties Brokerage Services RFQ;

WHEREAS, On March 30, 2026, ARANDA REAL ESTATE, LLC submitted a proposal to the City in response to the City’s RFQ;

WHEREAS, On May 5, 2026, City of Eagle Pass City Council awarded ARANDA REAL ESTATE, LLC, as the contract for City of Eagle Pass Downtown Properties Brokerage Services as more fully described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, the parties desire to establish the terms and conditions under which BROKER shall market, negotiate, and assist in the disposition and leasing of certain City-owned properties;

WHEREAS, BROKER agrees to provide such work and services for CITY in accordance with the terms of this Agreement.

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Appointment of Broker**

The City hereby appoints Broker as its Exclusive Real Estate Broker for the properties identified in Exhibit A.

Broker shall have the exclusive right to market, advertise, solicit offers, negotiate transactions, and cooperate with other licensed brokers regarding the properties identified by the City.

2. **Scope of Work.**

CITY agrees to engage BROKER and BROKER hereby agrees to perform the services described in attached hereto and incorporated herein by reference, and agrees to the terms of the RFQ.

1. **Exhibit “A” RFQ #2026-013 City of Eagle Pass Downtown Properties Brokerage Services**
2. **Exhibit “B” AP Schedule FY2026**
3. **Exhibit “C” Insurance Requirement**

(a) Notwithstanding anything to the contrary contained in this Agreement, CITY and BROKER agree and acknowledge that CITY is entering into this Agreement in reliance on BROKER’s special and unique abilities. BROKER accepts the relationship of trust and confidence established between it and CITY by this Agreement. BROKER acknowledges that BROKER shall be solely responsible for determining the methods for performing the services described in **Exhibit “A”** attached hereto. BROKER further acknowledges and agrees to comply with and be bound by all applicable terms, conditions, requirements, representations, and commitments contained in Exhibit “A” (Request for Qualifications), which is incorporated herein by reference as though fully set forth herein. BROKER covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. BROKER warrants, represents, covenants, and agrees that all of the work to be performed by BROKER under or pursuant to this Agreement shall be done (i) with the BROKER skill and care ordinarily provided by competent Certified Public Brokers, as the case may be, practicing under the same or similar circumstances and applicable BROKER license; and (ii) as expeditiously as is prudent considering the ordinary BROKER skill and care of a competent licensed real estate brokers in the State of Texas.

(b) BROKER will be responsible for supplying all tools and equipment necessary for BROKER to provide the services set forth in **Exhibit “A”** attached hereto.

3. **Compensation.** Compensation shall be earned upon the successful completion of a transaction. For sales transactions, BROKER shall receive a commission equal to six percent (6%) of the gross sales price. For lease transactions, BROKER shall receive a commission equal to six percent (6%) of the aggregate base rent due during the initial lease term. Aggregate base rent shall exclude operating expense reimbursements, common area maintenance charges, taxes, insurance reimbursements, utility reimbursements, percentage rent, and any other pass-through expenses.
4. **Cooperating Brokers.** Broker may cooperate with other licensed real estate brokers in marketing the properties. Any commission offered to a cooperating broker shall be paid from Broker’s commission unless otherwise approved by the City in writing. The City shall have no obligation to pay any commission in excess of the amounts authorized under this Agreement.
5. **Payment of Commissions.** Broker’s commission shall be deemed earned when the City enters into a binding agreement and payable upon the closing and funding of a sale or execution of a lease. No commission shall be due if a transaction fails to close through no fault of the City.

6. **Changes.** CITY and BROKER may, from time to time require changes in the scope of services of BROKER to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and BROKER, shall be incorporated in written amendment to this Agreement.
7. **Services and Materials to be Furnished by CITY.** CITY shall furnish BROKER with all available information and data BROKER requests pertinent to the execution of this Agreement. CITY shall cooperate with BROKER in carrying out the work herein and shall provide adequate staff for liaison with BROKER.
8. **Records and Reporting.** Broker shall provide the City with monthly activity reports detailing the status of marketing and leasing efforts for the Property. Such reports shall include, at a minimum, a summary of marketing activities undertaken during the reporting period, inquiries received from prospective purchasers, tenants, or other interested parties, property showings conducted, offers submitted, and the status of any active negotiations relating to the sale, lease, or other disposition of the Property.
9. **Ownership of Documents.** All reports, plans, specifications, computer files, marketing materials, broker opinions of value, reports, and transaction-related documents and other documents prepared specifically for the City by BROKER for which BROKER has been compensated pursuant to this Agreement shall be the property of CITY. BROKER will deliver to CITY copies of the prepared documents and materials. BROKER shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. BROKER may make copies of any and all such documents and items and retain some for its files. BROKER shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than BROKER subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
10. **Term.**
 - a) This agreement shall become effective on the date of its full execution. This Agreement is for the CITY'S 2025-2026 fiscal year. The term of this Agreement commences on the effective date of this contract upon the execution of same and continuing until September 30, 2027, with the option of CITY to extend this agreement for up to two additional one-year terms upon mutual agreement.
 - b) Upon expiration of the term, the BROKER agrees to hold over under the terms and conditions of this Agreement for an additional one or two-year terms as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed).
 - c) The CITY reserves the right, in its sole discretion and judgment, to renew this Agreement for the additional option terms as specified in this Agreement upon reasonable notice to BROKER.

11. Termination of Agreement.

- a) **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within (15) business days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- b) **Default.** The BROKER shall be in default under the Contract if the BROKER (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in BROKER's Offer, or in any report or deliverable required to be submitted by BROKER to the City.
- c) **Termination For Cause.** In the event of a default by the BROKER specified in (b) above, the City shall have the right to terminate the Contract for cause, by written notice effective 15 business days, unless otherwise specified for a longer period of time, after the date of such notice, unless the BROKER, within such 15 business day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place BROKER on probation for a specified period of time within which the BROKER must correct any non-compliance issues. Probation shall not normally be for a period of more than nine months; however, it may be for a longer period, not to exceed one year depending on the circumstances. If the City determines the BROKER has failed to perform in accordance with applicable professional standards and the terms of the Contract during the probation period, the City may proceed with suspension. In the event of a default by the BROKER, the City may suspend or debar the BROKER and remove the BROKER from the City's vendor list for up to five years and any Offer submitted by the BROKER may be disqualified for up to five years. In addition to any other remedy available under the law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the BROKER's default, including, without limitation, cost of cover, reasonable attorney's fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- d) **Termination for Convenience.** The City may terminate the Contract for convenience upon written notice to BROKER. Upon receipt of the written notice by the BROKER from the City, the BROKER shall cease work and is released from any further obligations under the Contract. If the written notice of termination for convenience is received on or before 30 calendar days after BROKER notifies the City in writing that it has started preparation for the Scope of Work specified in paragraph 1 above, the City shall pay the BROKER, to the extent of funds Appropriated or otherwise legally available for such purposes, for time and expenses incurred prior to receipt of the written termination notice, for preparation for and conducting the Scope of Work specified in paragraph 1. Termination shall not affect Broker's right to commissions earned prior to termination, commissions arising from

transactions under contract at the time of termination, or commissions arising during the Protection Period.

- e) **Protection Period.** For a period of ninety (90) days following termination of this Agreement, Broker shall be entitled to a commission if the City enters into a transaction with a prospect first introduced to the property by Broker during the term of this Agreement and identified in writing to the City within ten (10) days after termination.
- f) **Fraud.** Fraudulent statements by the BROKER on any Offer or in any report or deliverable required to be submitted by the BROKER to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

12. **Non-Appropriation.** The City's obligations under this Agreement are subject to the availability and appropriation of funds by the Eagle Pass City Council. In the event funds are not appropriated for the continuation of this Agreement, the City may terminate this Agreement without penalty upon written notice to Broker. Such termination shall not affect Broker's right to commissions previously earned under this Agreement.

13. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

14. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than BROKER.

15. **Final Decisions.** Serving as a BROKER to CITY, BROKER shall advise all parties that final decisions shall be made by the City Council and/or City Manager. BROKER acknowledges that all decisions concerning acceptance or rejection of offers remain solely with the Eagle Pass City Council or its authorized designee. BROKER shall have no authority to bind the CITY to any transaction.

16. **Indemnification.** **BROKER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBBROKER OR SUPPLIER COMMITTED BY BROKER, ITS AGENTS, OR BROKERS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH BROKER EXERCISES CONTROL, TO THE EXTENT CAUSED BY BROKER'S NEGLIGENCE, ERRORS, OMISSIONS, OR MISCONDUCT. SUBJECT TO THE LIMITATIONS IN**

TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND BROKER WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO BROKER'S LIABILITY.

BROKER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BROKER UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. **Insurance.** BROKER shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per-occurrence and \$2,000,000 general aggregate.
2. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
3. Statutory workers' compensation and employers' liability insurance as required by state law.
4. BROKER liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

BROKER shall provide CITY with proof of insurance required hereunder prior to commencing work for CITY and CITY shall be named as an additional insured on the policy, except for BROKER liability (Errors and Omissions) insurance. BROKER shall provide CITY with written notice of any coverage limit change on the insurance. Such policies (except for BROKER liability (Errors and Omissions) insurance shall name CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against CITY. BROKER shall insure that all of Broker employees comply with the same insurance requirements.

18. **Client Objection to Personnel.** If at any time after entering into this Agreement, CITY has any reasonable objection to any of BROKER's personnel, or any personnel, professionals and/or BROKERS retained by BROKER, BROKER shall promptly propose substitutes to whom CITY has no reasonable objection, and BROKER's compensation shall be equitably adjusted to reflect any difference in BROKER's costs occasioned by such substitution.

19. **Timeliness of Performance.** BROKER shall perform its BROKER services with due and reasonable diligence consistent with sound auditor practices, consistent with generally accepted commercial real estate brokerage practices.
20. **Personnel.** All of the services required hereunder will be performed by BROKER or under BROKER's supervision, and all personnel engaged in the work shall be qualified to perform such services.
21. **Assignability.** The parties hereby agree that BROKER may not assign, convey, or transfer its interest, rights, and duties in this Agreement without the prior written consent of CITY.
22. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
23. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Maverick County, Texas.
24. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and BROKER, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either CITY or BROKER.
25. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
26. **HB 89 and SB 252 Certifications.** If this Agreement provides for payment to BROKER of over \$100,000, BROKER hereby certifies that BROKER does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, BROKER hereby certifies that the BROKER is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
27. **Conflicts of Interest.** By signature of this Agreement, BROKER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of CITY. BROKER further warrants that it will make disclosure in writing of any conflicts of interest that develop after the signing of this Agreement and prior to final payment

under the Agreement. BROKER warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

28. **Government Code Chapter 2274 Certification** If this Agreement provides for payment to BROKER of over \$100,000 and if BROKER employs ten or more people full-time, then BROKER, by signing below, certifies that:
1. BROKER does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
 2. BROKER will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.
29. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
30. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.
31. **Confidentiality and Open Records.**
- A. BROKER's employees shall not reveal or otherwise disclose to any person, other than the CITY, any information provided to, developed by, prepared by, or assembled by BROKER under this Contract without the prior written approval from the CITY, except as provided for herein at Paragraph 26, or as required by law.
 - B. BROKER must secure the confidentiality of information to which BROKER may have access to prevent the theft or inadvertent disclosure of confidential information. This provision shall not be construed as limiting the BROKER's right of access to information under this Contract.
 - C. BROKER understands the CITY is bound by the provisions of the Texas Public Information Act and Attorney General Opinions issued under the statute.
 - D. Within three (3) days of receipt, BROKER will refer to the CITY any third-party requests for public information related to the CITY, received directly by BROKER, for information to which BROKER has access as a result of or in the course of its performance under this Contract.
 - E. The confidentiality requirements pertaining to this Contract survive the cancellation, termination, or expiration of this Contract, until such information (a) is or becomes generally available to the public for reasons other than BROKER's breach of this Agreement; (b) is obtained by BROKER on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was

in BROKER's possession prior to CITY's disclosure; or (d) was independently developed by BROKER without using any Confidential Information, provided that any trade secrets shall be considered confidential for so long as they remain trade secret under applicable law.

32. **Liability for Taxes.** BROKER represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of BROKER or its employees. The CITY shall not be liable for any such taxes resulting from this contract.

33. **Independent BROKER.** The BROKER shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The BROKER's services shall be those of an independent BROKER. The BROKER agrees and understands that the Agreement does not grant any rights and privileges established for employees of the City.

34. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee.

To the City:
Homero Balderas
100 S. Monroe Street
Eagle Pass, TX 78852

To the BROKER:
Jose A. Aranda, Jr.
ARANDA REAL ESTATE, LLC
2149 Del Rio Blvd. Ste 203
Eagle Pass, TX 78852

IN WITNESS WHEREOF, CITY and the BROKER have executed this Agreement as of the date first written above.

CITY OF EAGLE PASS, TEXAS

By: _____
Name: Homero Balderas
Title: City Manager

ARANDA REAL ESTATE, LLC

By: _____
Name: _____
Title: _____

Attested:

Approved as to form:

Erika Rodriguez
City Secretary

Ana Sophia Garcia
City Attorney

Exhibit “A” Scope of Work
Exhibit “B” AP Schedule FY2026
Exhibit “C” Insurance Requirement

EXHIBIT A

CITY OF EAGLE PASS



REQUEST FOR QUALIFICATIONS

RFQ #2026-013

City of Eagle Pass Downtown Properties Brokerage Services

Release Date: Thursday, March 12, 2026, at 10:00a.m.

Proposals Due: Wednesday, April 1, 2026, at 3:00p.m.

CITY OF EAGLE PASS
100 SOUTH MONROE STREET
EAGLE PASS, TEXAS 78852

CONTACT:
Heber Ruiz, Purchasing Manager
(830) 773-1111 Ext. 1023
purchasing@eaglepasstx.gov

RFQ #2026-012

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Attachments & Additional Forms Required

- Attachment 1 Response Form
- Attachment 2 Insurance Requirements
- Attachment 3 State Required Forms, House Bill 89 & House Bill 252
- Attachment 4 Form 1295(Due upon selection notification)
- Attachment 5 Conflict of Interest Questionnaires (state and city)
- Attachment 6 Disclosure of Interest
- Attachment 7 Statement of Non-Collusion
- Attachment 8 IRS Form W-9

Request for Qualifications

1. Introduction

The City of Eagle Pass (the “City”) is soliciting Statements of Qualifications (SOQs) from experienced and qualified commercial real estate brokerage firms or licensed individual brokers (the “Broker” or “Firm(s)”) to provide professional real estate brokerage, advisory, and marketing services for multiple City-owned properties located within the downtown area.

The City owns a variety of parcels and structures in the downtown district that present opportunities for sale, lease, redevelopment, reinvestment, and potential public-private partnerships. These properties represent an important component of the City’s broader efforts to support downtown revitalization, economic development, private investment, and long-term community benefit.

Through this Request for Qualifications (RFQ), the City seeks to identify a qualified brokerage firm or licensed broker capable of serving as a strategic advisor and marketing partner to the City. The selected Broker will assist the City in evaluating market opportunities, developing marketing strategies, attracting qualified buyers, tenants, developers, and investors, and supporting the City’s decision-making process regarding the disposition, lease, or redevelopment of downtown properties.

The selected Broker must demonstrate experience in commercial real estate brokerage, urban or downtown property marketing, redevelopment-oriented transactions, and working with public-sector clients or municipalities. The Broker must also possess the professional capacity, market knowledge, and industry networks necessary to effectively represent multiple City-owned properties and promote responsible private investment consistent with the City’s economic development goals.

2. Purpose

The City of Eagle Pass (the “City”) is issuing this Request for Qualifications (RFQ) to identify and select one or more qualified commercial real estate brokerage firms or licensed brokers to provide professional real estate brokerage, advisory, and marketing services for City-owned properties located within the downtown area of Eagle Pass.

The purpose of this RFQ is to establish a pool or selection of qualified brokerage professionals capable of assisting the City with the evaluation, marketing, leasing, sale, and potential redevelopment of City-owned downtown properties. These services will support the City’s broader objectives related to downtown revitalization, economic development, private investment attraction, and long-term community benefit.

The selected broker(s) may assist the City in identifying qualified buyers, tenants, developers, and investors, providing professional market guidance, and facilitating potential real estate transactions involving City-owned downtown assets. The broker will serve as a strategic advisor

and marketing partner, helping the City position its properties in a manner that supports responsible growth and redevelopment within the downtown district.

Selection will be based on demonstrated competence, relevant experience, qualifications, professional capacity, and familiarity with commercial real estate markets, particularly those involving downtown properties, redevelopment opportunities, or public-sector property transactions.

Following evaluation of the submitted Statements of Qualifications (SOQs), the City may enter into negotiations with the most qualified respondent(s) to establish a Professional Services Agreement outlining the scope of services, compensation structure, and other contractual provisions.

Non-Exclusive Brokerage

Any agreement resulting from this RFQ shall not be construed as granting exclusive brokerage rights for all City-owned properties. The City reserves the right, at its sole discretion, to:

- Engage additional brokers or advisors for specific properties or projects
- Market or negotiate the sale or lease of City-owned properties directly
- Utilize alternative procurement or marketing methods when deemed to be in the best interest of the City

Selection through this RFQ does not guarantee that any particular property will be listed, marketed, or transacted through the selected broker.

Commission / Compensation Negotiation

This RFQ is intended to evaluate qualifications and experience only. Respondents shall not include commission schedules, fee structures, or compensation proposals within their Statement of Qualifications unless specifically requested by the City.

Following the evaluation and ranking of respondents, the City may enter into negotiations with the most qualified firm or broker to establish a fair and reasonable compensation structure for brokerage services.

Compensation may include commission-based compensation for property sales or leases, negotiated brokerage fees, or other mutually agreed-upon arrangements, depending on the type of transaction and services required. Any compensation terms will be defined within the Professional Services Agreement executed between the City and the selected broker.

Texas Real Estate Licensing Requirement

All respondents must hold an active license to perform real estate brokerage services within the State of Texas and must be in good standing with the Texas Real Estate Commission at the time of submission and throughout the duration of any agreement resulting from this RFQ.

If the respondent is a brokerage firm, the firm must designate the licensed broker responsible for the assignment, and all services performed under the resulting agreement must be conducted under the supervision of a licensed Texas broker.

The City reserves the right to request documentation verifying licensure and regulatory standing.

City Council Approval

Any agreement resulting from this RFQ may be subject to review and approval by the Eagle Pass City Council, in accordance with applicable City policies, procurement procedures, and municipal regulations.

The City reserves the right to reject any or all qualifications, waive informalities, and determine the most advantageous respondent in the best interest of the City.

Conflict of Interest / Disclosure

Respondents must disclose any existing or potential conflicts of interest that could arise from representing the City while simultaneously representing other parties with an interest in downtown Eagle Pass properties or related development projects.

Disclosure shall include, but is not limited to:

- Current listings or representation agreements involving nearby or competing properties
- Financial interests in properties located within the downtown district
- Business relationships with developers, investors, or entities that may pursue transactions involving City-owned properties

Failure to disclose relevant conflicts of interest may result in disqualification from consideration or termination of the resulting agreement.

Responses to Solicitation

Submission of Qualifications

Interested firms or licensed brokers must carefully review the entire RFQ and submit a Statement of Qualifications (SOQ) in accordance with the requirements outlined in this solicitation.

The City utilizes Public Purchase, a web-based e-procurement platform that allows vendors to register online and receive notifications of solicitations, amendments, and awards.

Firms are encouraged to register at:

www.publicpurchase.com

To ensure fair and consistent evaluation of all respondents, submissions must follow the format specified within this RFQ. Only responses submitted in the required format will be considered.

Submission Deadline

Completed submissions must be received no later than:

3:00 PM – Wednesday, April 1, 2026

Submissions shall be delivered to:

City of Eagle Pass
Attn: City Secretary
100 S. Monroe St.
Eagle Pass, TX 78852

Submissions must be enclosed in a sealed envelope clearly marked:

“DO NOT OPEN – RFQ#2026-013 – Downtown Properties Brokerage Services”

The envelope must include the respondent’s name and address.

Qualifications will not be accepted by email or facsimile.

Please note that Eagle Pass may be considered a remote delivery location by certain couriers. Respondents are responsible for ensuring timely delivery prior to the submission deadline. Late submissions will not be accepted.

3. Addenda

Any requests for interpretation, clarification, or additional information regarding this RFQ must be submitted in writing to the City Purchasing Manager or through the Public Purchase website (www.publicpurchase.com) no later than five (5) business days prior to the submission deadline. Requests received after this deadline may not be considered.

If the City determines, in its sole discretion, that clarification or modification of the RFQ is necessary, such clarification shall be issued in writing in the form of an addendum. All addenda and responses to submitted questions will be posted on www.publicpurchase.com and shall be made available to all prospective Firms.

The Purchasing Manager is the sole authority authorized to issue addenda or otherwise modify the terms of this RFQ. Firms are solely responsible for reviewing the Public Purchase website and ensuring receipt of any addenda prior to submitting their Statement of Qualifications.

All communications regarding this RFQ shall be directed exclusively to the Purchasing Manager. Unauthorized communication with City officials, staff, or consultants regarding this solicitation may result in disqualification.

Interpretations, corrections, or changes made in any manner other than by formal written addendum shall not be binding upon the City. Oral explanations or instructions given prior to award of a contract shall not be binding.

4. Contact

All inquiries and communications regarding this RFQ shall be directed to:

Heber Ruiz, Purchasing Manager

City of Eagle Pass
100 S. Monroe Street
Eagle Pass, TX 78852

Email: purchasing@eaglepasstx.gov
Telephone: (830) 773-1111 ext. 1023
Fax: (830) 773-2730

Unauthorized contact with other City officials or staff regarding this solicitation may result in disqualification.

5. Definitions

Addendum: A written clarification, modification, or supplement to this RFQ issued prior to the submission deadline.

City: The City of Eagle Pass, Texas.

Contract: The Professional Services Agreement awarded as a result of this RFQ, including all exhibits and attachments. This RFQ, any addenda issued, and the selected Firm's Statement of Qualifications shall be incorporated by reference into the final agreement.

Firm: Any individual, company, partnership, corporation, joint venture, or other legal entity submitting a Statement of Qualifications in response to this RFQ. Also referred to as Respondent or Offeror.

Historically Underutilized Business (HUB): A minority- or women-owned business certified under Texas Government Code, Title 10, Subtitle D, Chapter 2161.

Offeror / Respondent: Any individual, firm, partnership, corporation, or other legal entity submitting a Statement of Qualifications in response to this RFQ.

Opening Date: The date and time by which Statements of Qualifications must be received and publicly opened, at which time only the names of respondents will be read aloud.

Professional Services: Services within the scope of the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254), including engineering services requiring specialized skill, education, and licensure.

Qualifications Opening: The public opening of Statements of Qualifications in which the names of responding firms are publicly read and recorded.

Request for Qualifications (RFQ): A solicitation document requesting qualifications, experience, and technical competence in response to a defined scope of services. No pricing shall be submitted with the Statement of Qualifications. Fees will be negotiated with the highest-ranked firm in accordance with Texas Government Code Chapter 2254.

6. Scope of Services

The selected Broker or Firm shall provide professional real estate brokerage, advisory, and marketing services to assist the City in evaluating, marketing, leasing, selling, or facilitating redevelopment opportunities for City-owned properties located within the downtown area of Eagle Pass.

Services provided under the resulting agreement may include, but are not limited to, the following.

I. Professional Standards

All brokerage services shall be performed in accordance with generally accepted professional real estate practices, applicable federal, state, and local laws, and all regulations governing real estate brokerage activities in the State of Texas.

All brokerage services must be performed under the supervision of a broker licensed by the Texas Real Estate Commission and in compliance with all applicable provisions of Texas real estate licensing and brokerage laws.

The selected broker shall exercise professional judgment, diligence, and integrity while representing the interests of the City.

II. Property Review and Market Evaluation

The Broker shall review and evaluate City-owned properties located within the downtown area in order to determine appropriate marketing and disposition strategies.

Services may include, but are not limited to:

Not explicitly included: title companies, surveyors, appraisers, attorneys, engineers

- All A
- Reviewing available information regarding City-owned properties, including property descriptions, surveys, zoning information, aerial imagery, and other available documentation.
 - Evaluating each property's market position, physical characteristics, and redevelopment potential. a. Conduct market analyses and broker opinions of value
 - Identifying potential highest and best use opportunities consistent with applicable zoning regulations, land use plans, and City development goals.
 - Providing professional recommendations regarding potential sale, lease, redevelopment, adaptive reuse, or investment opportunities.
 - Providing general insight regarding market conditions, pricing considerations, and investment interest relevant to downtown properties.

III. Brokerage and Marketing Services

The Broker shall assist the City in marketing downtown properties to qualified buyers, tenants, investors, and developers.

Services may include:

- Developing property-specific marketing strategies for City-owned downtown properties.
- Preparing professional marketing materials, property descriptions, and listing information. b. Prepare marketing materials and property information packages
- Listing properties on appropriate commercial real estate platforms and industry networks. c. List properties through appropriate commercial real estate platforms
- e. Solicit offers to purchase, lease, or otherwise utilize City-owned properties → • Conducting outreach to qualified buyers, investors, developers, and commercial tenants.
- Coordinating and facilitating property tours and site visits in collaboration with City staff.
- e. Receiving and presenting offers, proposals, or letters of intent for City review.
- Assisting the City with negotiations related to potential transactions, subject to City authorization and approval. f. Assist the City in negotiations
- Providing recommendations regarding potential transaction structures and market positioning. d. Coordinate property showings and respond to inquiries

IV. Downtown Reinvestment and Redevelopment Support

The selected Broker may assist the City in identifying opportunities for private investment, redevelopment, and business attraction within the downtown district.

Services may include:

- Identifying potential developers, investors, and commercial operators interested in downtown opportunities.
- Supporting discussions related to redevelopment concepts, mixed-use projects, or adaptive reuse of existing structures.
- Providing insight into private-sector market interest and investment trends related to downtown properties.
- Assisting the City in evaluating potential public-private partnership opportunities, when applicable.

- Providing non-legal and non-financial advisory guidance related to real estate market conditions.

V. Project Coordination and Communication

Throughout the assignment, the selected Broker shall coordinate closely with designated City representatives.

Responsibilities may include: [g. Coordinate with title companies, surveyors, appraisers, attorneys, engineers, and other professionals as necessary.](#)

- Participating in meetings with City staff, economic development representatives, and other stakeholders.
- Providing periodic updates regarding marketing activity, inquiries, and market feedback.
- Maintaining regular communication with City staff regarding potential opportunities, offers, or negotiations. [f. Assist the City in negotiations](#)
- Preparing summary information or reports when requested by the City to support administrative review or City Council consideration.
- Maintaining professional documentation related to property inquiries, offers, and transaction activity. [d. Coordinate property showings and respond to inquiries](#)

7. Fee Proposal and Negotiation Process

This This procurement is intended to evaluate qualifications, experience, and professional capacity only. Respondents shall not include commission schedules, fee structures, or compensation proposals as part of their Statement of Qualifications unless specifically requested by the City.

Following the evaluation and ranking of the most qualified respondent(s), the City may enter into negotiations with the selected broker or firm to establish a fair and reasonable compensation structure for brokerage services.

Compensation may include commission-based compensation for property sales or leases, negotiated brokerage fees, or other mutually agreed-upon arrangements, depending on the type of transaction and services provided. The compensation structure may vary based on the specific property, transaction type, or scope of services required.

During negotiations, the City may request additional information from the selected broker or firm, which may include:

- Proposed commission structure for property sales or leases
- Description of how commissions would be allocated in co-brokered transactions
- Identification of any administrative fees or reimbursable expenses, if applicable
- Estimated scope of services associated with marketing and transaction support
- Any additional information necessary for the City to evaluate the proposed compensation structure

If a satisfactory agreement cannot be reached with the highest-ranked respondent, the City reserves the right to formally terminate negotiations and proceed with negotiations with the next most qualified respondent, or to reject all submissions and reissue the solicitation if determined to be in the best interest of the City.

Authorization to Proceed

Work shall not commence until a Professional Services Agreement has been fully negotiated and executed by both the City and the selected broker or firm.

The City reserves the right to negotiate compensation structures on a property-by-property basis and to determine whether specific properties will be marketed or assigned to the selected broker.

All costs associated with the preparation and submission of the Statement of Qualifications shall be borne solely by the responding firm or broker. The City shall not be responsible for any expenses incurred by respondents in preparing their submissions or participating in the procurement process.

8. Ownership of Documents

All reports, market analyses, marketing materials, property listings, presentations, correspondence, transaction documentation, electronic files, and other materials prepared by the Broker or Firm in connection with services provided under this RFQ or any resulting agreement shall become the property of the City of Eagle Pass, to the extent permitted by applicable law and upon payment for services rendered, if applicable.

The Broker or Firm may retain copies of such materials for internal records and documentation; however, such materials shall not be reused, distributed, or published for other projects or clients in a manner that identifies or represents the City's properties without the prior written consent of the City.

Any marketing materials or documentation developed for City-owned properties shall be used solely for the purpose of promoting, marketing, or facilitating potential transactions involving those properties, unless otherwise authorized by the City in writing.

The City acknowledges that certain materials prepared by the Broker, including market analyses, advisory recommendations, and transaction-related documentation, are developed specifically for the City's downtown property initiatives. If such materials are reused, modified, or relied upon by third parties without the participation of the Broker, such use shall be at the sole risk of the City or third party, and the Broker shall not be held responsible for damages resulting from such unauthorized use.

The Broker shall maintain all records and documentation related to services performed under the resulting agreement in accordance with applicable record retention requirements and professional standards.

9. Submissions and Deliverables

All reports, market analyses, marketing materials, correspondence, transaction documentation, and related materials prepared by the Broker or Firm in connection with services provided under the resulting agreement shall be submitted to the City's designated representative or Project Manager.

Deliverables under the agreement may include, but are not limited to, the following:

- Property-specific market assessments and recommendations, including analysis of market conditions and potential positioning strategies for City-owned downtown properties.
- Marketing strategies and outreach plans for individual properties, including recommended listing platforms and targeted investor or tenant outreach.
- Marketing materials and property listings, including brochures, property summaries, and online listing content suitable for commercial real estate marketing platforms.
- Periodic activity and status reports, summarizing marketing efforts, property inquiries, site visits, and market feedback.
- Documentation of offers, proposals, or letters of intent, including summaries provided to the City for evaluation and decision-making.
- Transaction support documentation, when applicable, including coordination of communications related to potential sales, leases, or redevelopment opportunities.

Throughout the assignment, the Broker shall maintain clear documentation of marketing efforts, investor outreach, and transaction-related communications associated with City-owned downtown properties.

Upon completion of services for a specific property transaction or upon termination of the agreement, the Broker shall provide the City with all relevant documentation associated with the marketing and transaction process, including copies of marketing materials, inquiries received, and any proposals or offers submitted for City consideration

10. Responsibility for Claims and Liabilities

The City's review, approval, acceptance of, or payment for any services performed by the Firm shall not relieve the Firm of responsibility for the professional quality, technical accuracy, or completeness of the services provided.

The Firm shall remain liable to the City for any errors, omissions, or negligent acts in the performance of services under the Contract. The Firm shall be responsible for any costs incurred by the City resulting from such errors, omissions, or negligent acts, to the extent permitted by applicable law.

11. Selection Process

A Recommendation Panel comprised of City representatives will review and evaluate the Statements of Qualifications submitted in response to this RFQ.

This procurement is conducted in accordance with the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254). Selection will be based on demonstrated competence and qualifications. No pricing shall be considered at this stage.

The Recommendation Panel will rank firms based on the evaluation criteria outlined in this RFQ. The highest-ranked Firm will be recommended to the City Manager for approval to begin negotiations. Final approval of the Professional Services Agreement shall be subject to City Council approval, if required.

The City reserves the right to:

- Request clarifications or additional information from any Respondent;
- Conduct interviews, if deemed necessary;
- Contact references and review past performance;
- Reject any or all submissions;
- Waive minor informalities or irregularities in the submittals; and
- Terminate negotiations with the highest-ranked Firm and proceed to the next most qualified Firm if a fair and reasonable fee cannot be negotiated.

Sealed Statements of Qualifications will be publicly opened at the designated time and location, and only the names of the Respondents will be read aloud. Submissions shall be subject to public disclosure in accordance with the Texas Public Information Act (Chapter 552, Texas Government Code).

12. Selection Criteria and Evaluation Process

The City will conduct a comprehensive, fair, and impartial evaluation of all Statements of Qualifications received in response to this RFQ. A Selection Committee appointed by the City will review, evaluate, and score each submission based on the criteria outlined herein. This procurement is conducted in accordance with the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254), and selection shall be based solely on demonstrated competence and qualifications.

The City may, at its discretion, invite one or more of the highest-ranked firms to participate in interviews to clarify qualifications, project approach, and team capacity. Interviews, if conducted, shall not be an opportunity to materially modify the submitted qualifications. Final selection is subject to approval by the City Manager and, if required, the City Council.

13. Evaluation Criteria

Statements of Qualifications (SOQs) will be evaluated and ranked based on the criteria listed below, for a total possible score of 100 points. The evaluation process will focus on the respondent's experience, qualifications, professional capacity, and ability to effectively market and represent City-owned downtown properties.

Particular consideration will be given to demonstrated experience in commercial real estate brokerage, downtown or urban property transactions, redevelopment-oriented projects, investor outreach, and work performed for public-sector clients or municipalities.

No commission schedules, pricing, or compensation information shall be submitted or considered during this stage of the selection process.

Evaluation Matrix (Total Possible Points: 100)

Criterion	Description	Maximum Points
Relevant Brokerage Experience	Demonstrated experience in commercial real estate brokerage, including sale or lease of downtown, mixed-use, redevelopment, or investment properties similar in scale or complexity to those owned by the City.	25
Firm Qualifications & Market Expertise	Overall qualifications of the firm or broker, including knowledge of commercial real estate markets, redevelopment opportunities, and investor networks relevant to downtown properties.	20
Key Personnel Qualifications	Qualifications, licensure, and experience of the proposed broker, project lead, or key team members responsible for providing services under this RFQ.	15
Marketing Strategy & Approach	Demonstrated understanding of how to effectively market City-owned properties and attract qualified buyers, tenants, investors, or developers.	15
Public Sector or Municipal Experience	Experience working with municipalities, public agencies, or government entities in connection with real estate transactions or property marketing efforts.	10
Capacity & Availability	Availability of staff and resources necessary to support marketing, investor outreach, and transaction coordination for multiple properties.	5

Criterion	Description	Maximum Points
References & Past Performance	Quality of references and demonstrated record of successful brokerage transactions and professional performance on comparable projects.	10

Total Possible Points: 100

The City may, at its discretion:

- Request additional information or clarification from respondents
- Conduct interviews with selected firms or brokers, if deemed necessary
- Verify references and past performance
- Recommend the highest-ranked respondent for negotiations

The City reserves the right to reject any or all submissions, waive minor informalities, and select the respondent determined to be in the best interest of the City of Eagle Pass.

14. Selection and Negotiations

After completion of the evaluation process, firms will be ranked in order of qualifications. The City will initiate negotiations with the highest-ranked firm to establish a fair and reasonable fee for Phase I (Drainage Feasibility Study) and Phase II (Final Design and Construction Documents).

Negotiations will include discussion of scope, level of effort, schedule, staffing, and compensation structure. If the City is unable to reach a satisfactory agreement within a reasonable period, generally thirty (30) days unless extended by mutual agreement, negotiations may be formally terminated. The City may then proceed to negotiate with the next highest-ranked firm in accordance with Chapter 2254.

15. Award of Contract

Award of a Professional Services Agreement shall be made to the most highly qualified firm following successful fee negotiations. The City reserves the right to reject any or all submissions and to cancel or re-advertise this solicitation if it is determined to be in the City's best interest.

Receipt of a Statement of Qualifications does not obligate the City to award a contract. No work shall commence until a written Professional Services Agreement has been fully executed by both parties.

16. Statement of Qualifications – Required Contents

Statements of Qualifications must be organized in a clear and logical format that directly addresses the requirements of this RFQ. Submissions shall demonstrate the Firm's experience, technical expertise, staffing capability, and understanding of the Project. Cost or fee information must not be included in the submission.

Submittals shall include, at a minimum: a cover sheet with contact information; a description of firm qualifications and relevant project experience; identification of key personnel and their credentials; disclosure of subconsultants, if any; references for similar projects; and disclosure of any potential conflicts of interest or pending litigation relevant to engineering services.

17. Proprietary Information

Firms that wish to designate portions of their submission as proprietary must clearly mark each page containing such information with the word "Proprietary." Failure to properly identify proprietary material shall be deemed a waiver of confidentiality.

All submissions are subject to the Texas Public Information Act (Chapter 552, Texas Government Code). In the event of a public information request, the City will notify the affected Firm pursuant to §552.305; however, the Firm is responsible for seeking any applicable Attorney General ruling to protect claimed proprietary information.

18. Completion of Responses

Responses must be complete, accurate, and prepared in accordance with the requirements set forth in this RFQ. Statements made by the Firm shall be clear and supported with sufficient detail to allow proper evaluation by the Selection Committee. Ambiguous, incomplete, or inconsistent submissions may be deemed non-responsive.

Firms shall not include any fee or pricing information within their Statements of Qualifications.

19. Withdrawal of Qualifications

An authorized representative of the Firm may withdraw its submission at any time prior to the published submission deadline. Withdrawal may be completed through the Public Purchase system or by written request delivered to the Purchasing Manager.

After the submission deadline, qualifications may not be withdrawn for the duration of the acceptance period specified herein.

20. Tentative Schedule of Events

The following schedule represents the anticipated timeline for this solicitation. The City reserves the right to modify these dates as necessary by issuing an addendum through Public Purchase.

RFQ Posting Date: 03/12/2026

Deadline for Written Questions: 03/25/2026

Responses to Questions Issued: 03/27/2026

Submission Deadline: 04/01/2026

Public Opening of Qualifications: 04/01/2026

It is the responsibility of interested parties to monitor Public Purchase for updates.

21. Period of Acceptance

By submitting a Statement of Qualifications, the Firm agrees that its submission shall remain valid and binding for a period of ninety (90) calendar days from the submission deadline. During this period, the City may complete evaluation, conduct interviews, and negotiate a Professional Services Agreement.

If additional time is required, the City may request an extension of the acceptance period in writing.

22. Tax Exemption

The City of Eagle Pass is exempt from federal excise and state sales taxes. Any agreement resulting from this RFQ shall exclude applicable sales tax. The City will provide documentation of tax-exempt status upon request.

23. HUB Requirements

Firms shall comply with applicable Historically Underutilized Business (HUB) requirements pursuant to Texas Government Code Chapter 2161. If subconsultants are utilized, the Firm is encouraged to make good faith efforts to include qualified HUB firms where feasible.

Compliance with applicable state and local policies regarding nondiscrimination and equal opportunity is required.

24. Cost Incurred in Responding

All costs incurred in the preparation and submission of a Statement of Qualifications shall be borne solely by the Respondent. The City shall not be responsible for any costs associated with interviews, presentations, or supplemental information requested during the evaluation process.

Submission of qualifications indicates acceptance of this condition.

25. Contract Incorporation

The final Professional Services Agreement shall incorporate this RFQ, any issued addenda, and the selected Firm's Statement of Qualifications by reference. Additional negotiated terms may also be included.

In the event of a conflict, the executed Agreement shall control.

26. Non-Endorsement

The selected Firm shall not issue news releases, public announcements, or marketing materials referencing this Project without prior written consent of the City. The Firm shall not state or imply that the City endorses its services or products.

27. Unauthorized Communications

After issuance of this RFQ, all communications regarding this solicitation shall be directed exclusively to the Purchasing Manager. Unauthorized contact with City officials, City Council members, or evaluation committee members may result in disqualification.

This restriction is intended to preserve the integrity and fairness of the procurement process.

28. Assignment

The selected Firm shall not assign, transfer, convey, or otherwise delegate any rights, duties, or obligations arising under the resulting Professional Services Agreement without the prior written consent of the City. Any attempted assignment without such written approval shall be deemed void and may constitute grounds for termination of the Agreement.

Consent to assignment, if granted, shall not relieve the original Firm of responsibility or liability under the Agreement. The Firm shall remain fully responsible for performance of all services and compliance with all contractual obligations, whether performed directly or through approved subconsultants.

29. Errors or Omissions

Firms are responsible for carefully reviewing this RFQ and any issued addenda prior to submission. If a Firm identifies any ambiguity, discrepancy, error, or omission within this solicitation, it shall promptly notify the Purchasing Manager in writing.

Failure to notify the City of such issues prior to the submission deadline shall constitute acceptance of the RFQ as written. The City shall not be responsible for any misinterpretation of the solicitation documents by a Respondent. Clarifications or corrections shall only be made through formal written addendum.

30. Termination

The City reserves the right to terminate the resulting Professional Services Agreement, with or without cause, upon thirty (30) days written notice to the Firm. In the event of termination, the Firm shall be compensated for services properly performed up to the effective date of termination.

Termination for cause may occur if the Firm fails to perform in accordance with the terms and conditions of the Agreement. In such cases, the City reserves the right to pursue all remedies available under law and contract.

31. Right to Assurance

If, at any time during performance of the Agreement, the City has reasonable grounds to question the Firm's ability or intent to perform, the City may request written assurance of performance. The Firm shall provide such assurance within ten (10) calendar days of receipt of the request.

Failure to provide adequate assurance may be considered a material breach and may constitute anticipatory repudiation of the Agreement. The City reserves the right to take appropriate action, including termination, if satisfactory assurance is not provided.

32. Change Orders

No modification, amendment, or change to the resulting Agreement shall be effective unless made in writing and executed by authorized representatives of both parties. Oral statements, directives, or representations shall not alter contractual obligations.

Any changes in scope, schedule, or compensation shall be documented through a formal written amendment or change order, approved in accordance with City policy and applicable law. Work performed outside the approved scope without written authorization shall be at the Firm's sole risk.

33. Venue

The resulting Professional Services Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Agreement shall be performable in Maverick County, Texas.

Exclusive venue for any action arising out of or related to this solicitation or resulting Agreement shall lie in the appropriate court of competent jurisdiction in Maverick County, Texas.

34. Conflict of Interest / Disclosures

The Firm represents and warrants that it has no actual or potential conflicts of interest in providing services to the City under this RFQ. The Firm further certifies that its participation in this solicitation does not create an appearance of impropriety or unfair advantage.

The Firm shall comply with all applicable conflict of interest disclosure requirements under Texas law, including Chapter 176 of the Texas Local Government Code. Failure to disclose required information may result in disqualification or termination of any resulting Agreement.

35. Insurance

The selected Firm shall maintain insurance coverage in types and amounts consistent with industry standards for professional engineering services and as required by the City. Proof of insurance shall be provided prior to execution of the Professional Services Agreement and shall remain in effect throughout the duration of the contract.

Coverage shall include, at a minimum, Commercial General Liability, Professional Liability (Errors and Omissions), Workers' Compensation as required by Texas law, and Automobile Liability if applicable. The City reserves the right to review and approve insurance limits prior to contract execution.

36. Indemnification

To the extent permitted by Texas law, the Firm shall indemnify and hold harmless the City of Eagle Pass, its officers, agents, and employees from and against claims, damages, losses, and expenses arising out of or resulting from the negligent acts, errors, or omissions of the Firm or its employees, agents, or subcontractors in the performance of professional services under the Agreement.

This indemnification obligation shall not be construed to require the Firm to indemnify the City for the City's own negligence. The provisions of this section shall survive completion or termination of the Agreement.

37. Affirmative Action / Equal Opportunity Employer

The City of Eagle Pass is an Equal Opportunity Employer and encourages participation by qualified firms regardless of race, color, religion, sex, national origin, age, disability, or veteran status. Firms responding to this RFQ shall comply with all applicable federal and state nondiscrimination laws and regulations.

The City is committed to fair and equitable procurement practices and expects all Respondents to adhere to the same standards in their professional conduct and business practices.



ATTACHMENT 1

RESPONSE FORM

COMPANY NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

REPRESENTATIVE NAME (PRINT): _____

REPRESENTATIVE TITLE (PRINT): _____

Addenda:

Receipt is acknowledged of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

Please agree to the following:

I, _____ have reviewed and understand the City of Eagle Pass' Request for Proposals for City of Eagle Pass "City of Eagle Pass Downtown Properties Brokerage Services" as described in RFQ# 2026-013 to perform the work specified in the contract documents.

Signature

Date



EXHIBIT B

**City of Eagle Pass
Finance Department
Accounts Payable Schedule FY2026**

Deadline		Processing	
Fri.	10/10/25	Thurs.	10/16/25
Fri.	10/24/25	Thurs.	10/30/25
Fri.	11/07/25	Thurs.	11/13/25
*Wed.	11/19/25	*Wed.	11/26/25
Fri.	12/05/25	Thurs.	12/11/25
Tues.	12/16/25	*Wed.	12/23/25
Tues.	12/30/25	Thurs.	01/08/26
Fri.	01/16/26	Thurs.	01/22/26
Fri.	01/30/26	Thurs.	02/05/26
Fri.	02/13/26	Thurs.	02/19/26
Fri.	02/27/26	Thurs.	03/05/26
Fri.	03/13/26	Thurs.	03/19/26
Fri.	03/27/26	Thurs.	04/02/26
Fri.	04/10/26	Thurs.	04/16/26
Fri.	04/24/26	Thurs.	04/30/26
Fri.	05/08/26	Thurs.	05/14/26
Fri.	05/22/26	Thurs.	05/28/26
Fri.	06/05/26	Thurs.	06/11/26
Thurs.	06/18/26	Thurs.	06/25/26
Fri.	07/02/26	Thurs.	07/09/26
Fri.	07/17/26	Thurs.	07/23/26
Fri.	07/31/26	Thurs.	08/06/26
Fri.	08/14/26	Thurs.	08/20/26
Fri.	08/28/26	Thurs.	09/03/26
Fri.	09/11/26	Thurs.	09/17/26
Fri.	09/25/26	Thurs.	10/01/26

- All **Check Requests** and **Purchase Orders Invoices** must be submitted via E-mail purchasing@eaglepasstx.us by deadline 12pm) to ensure it will be processed according to AP Schedule.
- Any submissions after deadline will be included in the following AP Week.
- **Quick Check requests must be Pre-Approved** by Finance Director or Assistant Finance Director and must be hand delivered to Purchasing Manager. (make sure the bottom part of the check request is completed indicating Director's approval).
- Check request form must be complete:
- Vendor information - Vendor number - Budget account - Invoice / App No.
- Check requests must indicate if the vendor will be picking up check, if it is to be mailed out or ACH for all processed payments. Check requests that do not indicate either will be automatically mailed out the following Monday.
- **The City of Eagle Pass is Sales Tax Exempt.** please ensure sales tax is not included on invoices. If you need a State of Texas Sales Tax Exemption Form, please contact the Assistant Purchasing Agent or Purchasing Manager.
- **The City of Eagle Pass is a Net 30 entity.** please submit invoices on time to be processed before the 30th calendar day of when the goods were dispatched, or the services were fully provided by the vendor.

EXHIBIT C

ATTACHMENT 2



Insurance Requirements

WITHOUT LIMITING the indemnity obligations or liabilities of PROFESSIONAL or its insurers, PROFESSIONAL agrees to maintain, with available limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, through the duration of the Agreement and for two (2) years following Final Payment, the following: in force automobile liability insurance: commercial general liability insurance: contractual liability insurance: broad form property damage liability insurance: personal and accidental injury insurance: products and completed operation insurance: premises and ongoing operation coverage: errors and omission insurance: and professional liability insurance.

WITHOUT LIMITING the indemnity obligations or liabilities of CONTRACTOR or its insurers, CONTRACTOR agrees to maintain, with available limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, through the duration of the Agreement and for two (2) years following Final Payment, the following: in force automobile liability insurance: commercial general liability insurance: contractual liability insurance: broad form property damage liability insurance: personal and accidental injury insurance: products and completed operation insurance: and premises and ongoing operation coverage.

Moreover, if the Agreement relates to the construction, erection or work that involves a building (not streets or sidewalk) CONTRACTOR/PROFESSIONAL shall obtain and maintain, through the duration of The Agreement, a Builder's Risk Policy with available limits of at least the estimated value of the completed Work.

In addition, CONTRACTOR/PROFESSIONAL agree to maintain an excess/ umbrella liability insurance (with coverage at least as broad as underlying) with available limits of at least a \$1,000,000 per occurrence in excess of all underlying liability policy limits and including a "drop down" provision should an aggregate limit be exhausted, which coverage shall be in a form satisfactory to the City.

CONTRACTOR/PROFESSIONAL additionally agree to maintain in force workers' compensation coverage, to include alternate employees and borrowed servants, in accordance with statutory requirements under Texas law.

The insurance coverage provided must be with an entity with a rating of A- or better from A. M. Best Company Key Rating Guide. Except for Worker's Compensation and Employer's Liability Insurance, all policies shall name the City of Eagle Pass, Texas as additional insured and all such insurance policies shall be specified as primary regardless of any other insurance carried by the City of Eagle Pass, Texas. All policies naming the City of Eagle Pass, Texas as additional insureds shall provide coverage to the additional insured on a broad form basis with such additional insured coverage being just as broad as the coverage provided to the named insured, include coverage for the sole or concurrent negligence of each additional insured and not being restricted to (a) ongoing operations: (b) coverage for vicarious liability or (c) circumstances in which the named insured is partially negligent. Any policy that limits coverage afforded to the City of Eagle Pass, Texas as additional insured to liabilities arising out of acts or omission of CONTRACTOR/PROFESSIONAL or any similar limitation, shall not be in compliance with the requirements of the Agreement. The coverage afforded as an additional insured is intended to be distinct from and in addition to any liability of CONTRACTOR/PROFESSIONAL to indemnify the City of Eagle Pass, Texas.

EVERY INSURANCE POLICY maintained by CONTRACTOR/PROFESSIONAL, which provides any coverage under this Agreement, whether or not in excess of the minimum limits required by this Agreement, must be endorsed as follows:

"CONTRACTOR/PROFESSIONAL waives its rights of subrogation against City or its representatives or insurers, and CONTRACTOR/PROFESSIONAL warrants that CONTRACTOR/PROFESSIONAL'S policies have been endorsed as required above."

All policies described herein shall provide 30 days' written notice to City of cancellation, expiration, or any material change.

City reserves the right to require certified copies of any or all policies, and any deviation from the minimum requirements listed below must be submitted to City for written approval prior to commencement of work.

All premiums and deductibles shall be at the sole expense of CONTRACTOR/PROFESSIONAL.

Upon request at any time and prior to commencement of work, CONTRACTOR/PROFESSIONAL shall provide proof of insurance coverage to City, including a copy of each policy and endorsements. It is understood and agreed that the insurance required herein shall not be invalidated as regards the interest of City by any act or neglect of the named insured or any member of CONTRACTOR/PROFESSIONAL.

FAILURE OF CONTRACTOR/PROFESSIONAL TO SECURE the insurance coverages, or to comply fully with any of the insurance provisions of this Agreement, or to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall be the responsibility of CONTRACTOR/PROFESSIONAL and shall in no way act to relieve CONTRACTOR/PROFESSIONAL from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. In the event that liability for loss or damage be denied by the underwriter(s), in all or in part, because of breach of said insurance by CONTRACTOR/PROFESSIONAL or for any other reason, or if CONTRACTOR/PROFESSIONAL or its subcontractors fail to maintain any of the insurance herein required, CONTRACTOR/PROFESSIONAL SHALL RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY CITY AND THEIR INSURERS AGAINST ALL CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH WOULD OTHERWISE BE COVERED BY SAID INSURANCE EVEN IF THE LIABILITY ARISES OUT OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE CITY. Notwithstanding anything to the contrary herein, CONTRACTOR/PROFESSIONAL indemnification obligations under this Agreement (express or implied) shall not be limited to the amounts or the scope of coverage provided by insurance that is required of CONTRACTOR/PROFESSIONAL under the terms hereof.

Failure to comply with these insurance provisions will result in the withholding of payments and amount to a breach of contract for which the City may pursue any and all remedies available to it at law or in equity.

PROFESSIONAL AS-NEEDED SERVICES AGREEMENT

ARDURRA PROJECT NO. 2024-1537-00

AMD NO. 1 TASK ORDER NO. 08

ARDURRA GROUP, INC AND THE CITY OF EAGLE PASS

This Task Order is issued by THE CITY OF EAGLE PASS (OWNER and CLIENT) and accepted by ARDURRA GROUP, INC. (ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above-named parties dated the 29th day May 2024, in connection with the Camino Real Port Facilities and Access Improvement Project - Phase 1 (Project Name).

PURPOSE

The purpose of this Task Order is to set forth the requirements, schedule, and payment associated with the ENGINEER's tasks pertaining to the project, in accordance with the Agreement between ENGINEER and OWNER.

Project Description

The City of Eagle Pass is advancing its long-term vision to expand international trade capacity, improve mobility, and strengthen its role as the safest and fastest gateway through the Camino Real International Bridge. To support this effort, the City has requested Ardurra to continue coordination with GSA to finalize the concept and proceed with design of the necessary outbound and inbound infrastructure to support this growth.

For this, the work within United States General Services Administration (GSA) property is crucial. This portion of the project is essential to the City's expansion goals and will require participation in the GSA Donation Acceptance Program, along with extensive coordination with the United States Customs and Border Protection (CBP) Laredo Sector to ensure operational, security, and federal compliance.

To align with the City's Camino Real International Bridge expansion strategy:

- **Outbound improvements**, enhancing traffic flow, processing efficiency, and overall outbound capacity to support growing commercial and passenger demand.
- **Inbound improvements**, expanding inbound processing infrastructure to improve safety, throughput, and long-term operational resilience.

Completion of these steps is critical to delivering a successful, future-ready project that supports Eagle Pass' continued growth as a key international corridor. Both phases will be in sync with the future bridge expansion efforts. Here are the key components of the updated scope of the project:

Donation Acceptance Program and Advance Funding Agreement Coordination:

- Additional Coordination with GSA/CBP/FMCSA
- Finalize coordination with GSA for Outbound and Inbound Infrastructure
- Submit DAP Proposal to Initiate Phase I of the DAP Process
- Coordination with GSA/CBP for Phase II and Phase II of the DAP Process (Design and Construction)
- AFA Coordination to include necessary documentation
 - DSR
 - DDRT
 - Form 2229
 - Clearance Letters
 - Utility Conflict Matrix
 - Environmental Clearance
 - Other documentation, as required

Outbound Improvements:

- Addition of 2 Outbound Primary Inspection Canopies
- Roadway Realignment
 - New lane additions coming from Loop 480 (2 COV)
 - Demolition and replacement of sidewalk for pedestrian access to the Camino Real International Bridge
 - Signage and pavement markings
 - Drainage improvements
 - Utility design
 - Illumination design

Inbound Improvements:

- Expansion from 2 Inbound COV Lane to 4 COV Lanes – allowing for dedicated FAST Lane.
- Necessary drainage, illumination, signing and pavement marking improvements
- Addition of 2 primary inspection booths and Canopy Expansion
- Relocation of License Plate Reader (LPR) cameras for POVs and Addition of LPR cameras for COVs
- Limited topographic survey for improvements completed post initial topographic survey

Amendment No. 1:

- Roadway Realignment
 - Demolition and replacement of approximately 1000 LF of concrete pavement
- Expansion from 1 COV Exit Lane to 2 Exit COV Lanes
- Addition of one exit / inspection booth and canopy extension
- Necessary drainage, illumination, signing and pavement marking improvements

SERVICES

Services to be provided under this Task Order include Basic and Additional Services outlined below:

Basic Services:**Task 1: Project Management and Agency Coordination**

1. DAP revisions for exit booth and exit lane improvements.
2. Additional coordination with GSA, CBP and TxDOT on the DAP revisions for the inclusions of the exit booth and exit lane improvements.
3. Project accounting and invoicing for duration of project.
4. Conduct internal QA/QC of design and construction documents.
5. Coordination with TxDOT on amendment to AFA Agreement, Milestone Submittals and Design Review Meetings.

Deliverables:

- GSA DAP revisions and resubmission
- Additional TxDOT AFA Coordination

Task 2: Design Phase (60%/95%/100%)

1. Develop an updated DAP Concept to include additional exit booth and exit lane improvements.
2. Review and update drainage analysis and report to include exit booth and exit lane improvements.
3. Obtain available topographic maps, franchise and utility block maps, and any relevant previous studies around the project area.
4. Prepare /60/95/100% design submittals including construction documents and opinions of probable construction cost (OPCC) for the civil sitework related project tasks. 30/60/95/100% Construction plans may include but are not limited to:
 - Quantities Summary Sheet (1)

- Summary of Small Signs Tabulation (1)
 - Large Signs Layouts and Summary (1)
 - Existing Typical Section (1)
 - Proposed Typical Section (1)
 - Traffic Control Plan (1)
 - Construction Phasing Notes and Sequence of Work (1)
 - Traffic Control Typical Sections (1)
 - Traffic Control Layouts (1)
 - Horizontal Alignment and Data Sheet (1)
 - Roadway Plan and Profile Sheets (2)
 - Roadway Cross Sections (4)
 - Offsite Drainage Area Map (1)
 - Internal Drainage Area Map (1)
 - Hydrologic Data Sheets for Runoff Computations (2)
 - Hydraulic Data Sheets (2)
 - Stormwater P&P Sheets (2)
 - Culvert Layout Sheets (1)
 - Drainage detail sheets
 - Stormwater Pollution Prevention Plan (2)
 - Signing and Markings Layouts (1)
 - Sign Detail Sheets & Standards
 - Illumination Sheets (2)
 - Utilities Sheets (2)
5. Prepare and submit 30%, 60%, 95% and 100% Construction Plans, Technical Specifications, and Opinion of Probable Construction Cost.

Deliverables:

- Additional Sheets for 60/95/100% Construction Plans, Technical Specifications, and Opinion of Probable Construction Cost

Task 3: Bidding Phase

1. No additional scope is being proposed as part of Amendment No. 1 for this task.

Task 4: Architectural, Structural and MEP

1. All services included in the original Task Order will remain and will also be performed for the following additional facilities:
 - One (1) exit booth (prefabricated)
 - Associated Canopy Extension

Deliverables:

- Additional Architectural, Structural and MEP Construction Drawings, Bidding and Construction Drawings, Bidding and Construction Phase Services

Task 5: Environmental Permitting (Categorical Exclusion)

1. No additional scope is being proposed as part of Amendment No. 1 for this task.

Additional Services

Additional services are currently not anticipated to be part of the above project scope but could become necessary or desired at some time during the project. Ardurra will perform additional services only as authorized to do so by the Client. If the Client requests Additional Services, Ardurra will prepare a specific scope and budget for the services requested for review and approval by the Client prior to initiating the services. Additional services may also be billed hourly in accordance with the rate schedule provided in the master service agreement.

Task 6: Construction Phase (T&M)

1. No additional scope is being proposed as part of Amendment No. 1 for this task.

Task 7: Additional Environmental Permitting (T&M)

1. No additional scope is being proposed as part of Amendment No. 1 for this task.

Task 8: Limited Topographic Survey (T&M)

1. No additional scope is being proposed as part of Amendment No. 1 for this task.

TIME OF PERFORMANCE

Time is of the essence. All work in this Task Order shall be completed as stipulated in Task Order No. 8 by the ENGINEER. The deliverable schedule has not been changed by this Amendment to Task Order No. 8.

PAYMENT

Payment to ENGINEER will be made in accordance with the following:

Payment for Basic Services and Additional Services: OWNER will pay ENGINEER a fixed fee for providing all "Basic Services Tasks 1-5" authorized, in accordance with the following table. The fees for Basic Services will not exceed those identified in the table below and will be full and total compensation for all services outlined in this Task Order under "Basic Services." Invoicing shall comply with the provisions of the Agreement between ENGINEER and OWNER. ENGINEER's invoices shall be based upon the proportion of the total services completed at the time of billing.

Fees for Additional Services shown in the following table are an **allowance** for potential services to be provided as part of the project. "Additional Services Tasks 6-8" will be paid on a Time and Materials Basis. Work will not begin on any Additional Services until requested in writing by the ENGINEER, and until written authorization to proceed with the additional services is provided by the OWNER's Authorized Representative. Fees for Additional Services will be **negotiated** by the OWNER's Authorized Representative, and the ENGINEER as required. Following successful negotiation of Fees for Additional Services, OWNER will pay ENGINEER a fixed, not-to-exceed fee for providing additional services. ENGINEER's invoices shall be based upon the proportion of the total services completed at the time of billing.

FEE BREAKDOWN FOR SERVICES BY ENGINEER			
BASIC SERVICES	ORIGINAL FEE	AMD NO. 1	TOTAL
Task 1: Project Management and Agency Coordination	\$ 55,624.00	\$ 17,992.00	\$ 73,616.00
Task 2: Design Phase	\$ 405,906.19	\$ 150,588.81	\$ 556,495.00
Task 3: Bidding Phase	\$ 14,262.00	-	\$ 14,262.00
Task 4: Architectural, Structural, and MEP	\$190,000.00	\$ 24,500.00	\$ 214,500.00
Task 5: Environmental Permitting (Categorical Exclusion)	\$ 69,895.00	-	\$ 69,895.00
SUBTOTAL BASIC SERVICES:	\$ 735,687.19	\$ 193,080.81	\$ 928,768.00
ADDITIONAL SERVICES			
Task 6: Construction Phase (T&M)	\$ 81,876.00	-	\$ 81,876.00
Task 7: Limited Topographic Survey (T&M)	\$ 20,000.00	-	\$ 20,000.00
Task 8: Additional Environmental Permitting (T&M)	\$ 44,980.00	-	\$ 44,980.00
SUBTOTAL ADDITIONAL SERVICES:	\$ 146,856.00	-	\$ 162,592.00
TOTAL:	\$ 882,543.19	\$ 193,080.81	\$ 1,075,624.00

CLIENT SUPPLIED INFORMATION AND SCOPE EXCLUSIONS:

The CLIENT shall provide the following information:

1. Existing as-built plans or relevant documentation.
2. Geotechnical investigation and report for pavement design.

EFFECTIVE DATE

Amd. No. 1 Task Order No. 08 is effective as of the _____ day of _____, 2026.

IN WITNESS WHEREOF, duly authorized representatives of the ENGINEER and of the OWNER have executed Amd. No. 1 Task Order No. 08 evidencing its issuance by OWNER and acceptance by ENGINEER.

Engineer: Ardurra Group, Inc.

Signature: _____

Printed Name: Ignacio Hinojosa, PE

Title: Client Services Manager

Date: 6/11/2026

Owner: The City of Eagle Pass

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Site Lease Agreement

This Site Lease Agreement (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2026, (the “**Effective Date**”) by and between The City of Eagle Pass, a Texas municipality, (“**Lessor**”), and Gibraltar Construction Company, Inc., a Maryland corporation and its affiliates (“**Lessee**”). Each of Lessor and Lessee may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS Lessor owns real property located at 100 Garrison St. South, Eagle Pass, TX, 78852 consisting of approximately 44.42 acres of Land (the “**Property**”) as more particularly described in Exhibit A; and

WHEREAS Lessee is a provider of general construction services and

WHEREAS Lessee desires to lease from Lessor a certain portion of real property subject to the terms and conditions herein to facilitate Lessee’s general construction services.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement to Lease.** Lessor hereby grants to Lessee, according to the terms and conditions set forth herein, a lease in approximately 2.3 acres of land on the Property, together with access across the Property, to Lessee’s telecommunications and broadband equipment (collectively, the “**Site**”), as more particularly described in Exhibit A.
2. **Purpose.** The Site may be used and occupied exclusively by Lessee for the installation, operation, maintenance and replacement of all construction equipment and materials (collectively, the “**Facility**”) to provide general construction services pertaining to their contract (the “**Permitted Use**”): The Facility shall be the exclusive property of Lessee. Nothing herein shall give Lessee the right to use the Site for any other purpose without the prior written consent of Lessor, which consent shall not be unreasonably conditioned, delayed, or withheld.
3. **Term.** This Agreement will be for a term (the “**Term**”) beginning on the Effective Date and continuing for one (1) years thereafter, unless otherwise earlier terminated as provided herein. Lessor will deliver non-exclusive and lawful possession of the Site to Lessee on the Effective Date for Lessee to commence constructing Lessee’s Facility. The Parties may elect to extend the Term of this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.
4. **Rent.** Commencing on the Effective Date, Lessee will pay Lessor monthly rent for the Site in advance of one thousand and No/100 (\$1000) per month (“**Rent**”). Lessee shall pay Lessor the first month’s Rent prorated to cover only the remainder of the then current calendar month. Thereafter during the Term, Rent will be due and payable on the first of each month. Rent paid after the thirtieth day of each month will

be deemed as late; and if rent is not paid within ten (10) days after such late payment date, Lessee agrees to pay a late charge of ten percent (10%) of the balance due. The monthly Rent shall escalate by three percent (3%) at the end of every year while this Agreement is in effect.

5. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement. If Lessee does retain possession past the Term, Lessee shall pay a holdover fee of 125% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination, Lessee may retain possession pending resolution of such negotiations, but in no case longer than 180 days.

6. Surrender of the Site. Lessee shall return the Site to Lessor upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Upon the expiration or earlier termination of this Agreement, Lessee will remove the Facility from the Site at the sole cost and expense of Lessee. Any Lessee property left on the Site after ninety (90) days following the expiration or earlier termination of this Agreement will be deemed to have been abandoned by Lessee and may be retained by Lessor. Lessee will pay Lessor for all reasonable expenses incurred by Lessor in connection with the removal of such property, including, but not limited to, the cost of repairing any material damage to the Site caused by the removal of such property (unless such damage is caused by Lessor or Lessor's contractors or agents), reasonable wear and tear excepted. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination, the Facility may remain in-place pending resolution of such negotiations, but in no case longer than 180 days. Lessee's obligation to observe and perform this covenant will survive the expiration or other termination of this Agreement for a period of one (1) year.

7. Condition of the Site. Lessee has examined the Site and accepts the Site in its current "as is" condition and, except as expressly set forth herein, Lessor makes no representation or warranty, express or implied, including but not limited to, any warranty of fitness for a particular purpose. Lessee acknowledges that Lessee has not relied on any representations or warranties by Lessor in entering this Agreement.

8. Use of the Site. Lessee will not use the Site for any unlawful purpose or in any manner that will materially harm Lessor's interest in the Site or the Property. Lessee shall not interfere with Lessor's present operations or communications setups or other present lessees or other agreements of Lessor. Lessor shall not use, nor shall Lessor permit its tenants, lessees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Lessee, and Lessor shall promptly terminate any such interference. Lessee will not dispose of waste upon the Site and, at its sole expense, will maintain the Site in good repair and make all necessary repairs thereto.

9. Access to Site. Lessee, its employees, contractors, subcontractors and agents shall have access to the Site on a 24x7x365 basis to make any necessary maintenance and repairs and as may otherwise be needed to operate Lessee's business.

10. Improvements and Alterations.

10.1 Upon the Effective Date of this Agreement or as otherwise agreed to between the Parties, Lessee shall commence construction of the Facility and, if applicable, make the improvements and alterations as necessary.

11. Hazardous Substances. Lessee will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. Signs. Subject to local zoning regulations, Lessee shall have the right to place a reasonable sign on the exterior of the Facility and/or its front gate, if applicable, to identify its ownership, business, and emergency telephone numbers.

13. No Mechanics Lien. Lessee will pay or cause to be paid all costs and charges for work (a) done by Lessee or caused to be done by Lessee in or to the Site, and (b) for all materials furnished for or in connection with such work. Lessee will not permit any mechanics or other liens to be filed against Lessor's interest to the Site or the Property as a result of any work performed for or obligations incurred by Lessee. Lessee will indemnify Lessor for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

14. Permits and Approvals. Lessee will be responsible for obtaining all licenses, permits, and approvals required by any federal, state, or local authority in connection with its use of the Site. Lessor will cooperate with Lessee and provide the necessary documents to obtain such licenses, permits, and approvals.

15. Compliance with Laws. Lessee covenants and agrees to comply with all federal, state, and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws.

16. Taxes. Lessee shall pay all taxes or assessments which are levied or charged on Lessee's personal property in the Site during the Term.

17. Indemnification. Lessee, on behalf of itself and its affiliates ("**Indemnitor**") hereby agrees to indemnify, defend, protect, and hold harmless the City of Eagle Pass and its affiliates ("**Indemnitee**"), from and against, and assumes liability for all claims, suits, actions, damages, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "**Claims**") which in whole or in part arise out of or result from (a) the grossly negligent or willful acts, omissions, or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement; (b) any breach of a representation, warranty, covenant or agreement made or to be performed by the Indemnitor in this Agreement, (c) any act or failure to act by the Indemnitor in regard to the performance of this Agreement, or (d) the violation of any law, regulation, rules, tariffs, dockets, ordinances, orders or guidelines, or other regulatory requirements applicable to this Agreement by the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement. The Indemnitor's indemnification obligations hereunder shall not be applicable to any Claims arising from the

Indemnatee's gross negligence, intentional acts, omissions, willful misconduct, or the Indemnatee's violation of any law or regulation.

18. Limitation of Liability.

18.1. Neither Party shall be liable for loss or damage occasioned by a Force Majeure Event. Lessee's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages proven by the Lessor; or (ii) an amount equivalent to the total rent paid by Lessee over the twelve (12) months preceding the cause of action. No cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging a cause of action may be asserted by either Party against the other Party.

18.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, COST OF PURCHASING REPLACEMENT SERVICES OR LOSS OF USE, INCURRED OR SUFFERED BY EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, OR ANY LEGAL THEORY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OF SUCH DAMAGES ARE HEREBY EXPRESSLY WAIVED BY LESSOR AND LESSEE.

18.3. Neither Party is responsible or liable to the other Party for any loss, claim, damage, or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Property resulting from the gross negligence or willful misconduct of the other Party.

19. Default.

19.1 The following shall each constitute an **"Event of Default"**:

19.1.1 By Lessee, if Lessee fails to make any required payment due within thirty (30) days of receiving notice of the breach from Lessor.

19.1.2 By either Party, if either Party fails to perform any obligation or condition or to comply with any term or provision of this Agreement if such failure continues for thirty (30) days (except where a different period of time is specified in this Agreement, in which case such different time period shall apply) after delivery of written notice thereof; however, if the nature of the default is such that it cannot be cured within the thirty (30) day period, no default shall exist if the cure is commenced within the thirty (30) day period and is thereafter diligently pursued until completion.

19.1.3 By either Party, if either Party files a petition for bankruptcy, reorganization, liquidation, or similar relief, or makes an assignment for the benefit of creditors.

19.2 Remedies Upon Default.

19.2.1 Upon the occurrence of an Event of Default by Lessee, Lessor shall have the right to terminate this Agreement and recover possession of the Site by giving written notice to Lessee of Lessor's election to terminate this Agreement, which termination shall be effective upon receipt of notice by Lessee.

19.2.2 Upon the occurrence of an Event of Default by Lessor, Lessee shall have the right to terminate this Agreement by giving written notice to Lessor of Lessee's election to terminate this Agreement, which termination shall be effective upon receipt of notice by Lessor.

19.2.3 Either Party may at its sole option, but without any obligation, cure a non-monetary breach at the defaulting Party's expense at any point and invoice the defaulting Party for the same. The non-defaulting Party's rights hereunder shall be in addition to, and not a substitute for, all other remedies contained in this Agreement or any other right or remedy now or hereafter existing at law or equity against the defaulting Party.

20. Dispute Resolution. Except for an action seeking a temporary restraining order or injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this section with respect to any controversy or claim arising out of or relating to this Agreement. For a period of thirty (30) days after notice from either Party, unless during such thirty (30) day notice period any applicable statute of limitation or other limitation of actions is set to expire or toll, the Parties shall attempt in good faith to resolve the dispute by direct negotiation of representatives of the Parties. If the Parties do not resolve the dispute within such period, the dispute may then be settled by any legal means available to the Parties.

21. Force Majeure. Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action, request or failure to act of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, pandemic, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event, and performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

22. Insurance.

22.1 Insurance Requirements.

At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure, maintain, and comply with all insurance requirements set forth in Exhibit B attached hereto and incorporated herein by reference. Exhibit A shall exclusively govern and control all insurance obligations of Lessee, including, without limitation, required coverages, limits, endorsements, duration, and all other related provisions.

22.2 Evidence of Insurance.

Lessee shall furnish to Lessor, upon request and as a condition precedent to occupancy and continued performance under this Lease, certificates of insurance and any policies or endorsements required by Exhibit A or requested by Lessor demonstrating full compliance. Lessor shall have the right to withhold consent to occupancy or declare a default for failure to comply.

22.3 Policy Requirements.

All insurance maintained by Lessee shall strictly comply with the requirements of Exhibit A, including, without limitation, provisions relating to additional insured status, primary and non-contributory coverage, waiver of subrogation, insurer qualifications, and endorsements. Any policy that does not strictly conform shall be deemed noncompliant.

22.4 No Limitation of Liability.

Lessee's insurance obligations under this Lease and Exhibit A shall not limit or restrict Lessee's liability under this Lease. Compliance with Exhibit A shall not be construed to limit Lessee's indemnity or other obligations.

22.5 Remedies.

Failure of Lessee to procure, maintain, or provide evidence of the insurance required under Exhibit A shall constitute a material breach of this Lease, and Lessor shall have the right to exercise any and all remedies available at law or in equity, including suspension of access to the Site or termination of this Lease.

22.6 Survival.

All insurance obligations that, by their nature or by the terms of Exhibit A, extend beyond the Term shall survive termination or expiration of this Lease.

23. Casualty.

23.1 Termination Rights.

If the Site is substantially damaged or destroyed by fire or other casualty, Lessor shall have the sole option, exercisable by written notice to Lessee within a reasonable time after such casualty, to terminate this Lease. Lessee shall have no right to terminate this Lease except as expressly provided herein.

23.2 Repair Obligations.

If this Lease is not terminated by Lessor, Lessor may, but shall not be obligated to, repair or restore the Site, and any such repair or restoration shall be performed in Lessor's sole discretion and subject to the availability of insurance proceeds and applicable governmental requirements. Lessor shall not be liable for any delay in completion of such repairs.

23.3 Rent Abatement.

In the event the Site is rendered unusable for its intended purpose due to casualty, rent shall be

abated on a proportionate basis only for the period during which the Site is actually unusable, as reasonably determined by Lessor.

23.4 Insurance Proceeds.

All insurance proceeds shall belong to and be controlled by Lessor, and Lessor shall have sole discretion regarding application of such proceeds, including whether to repair or restore the Site.

23.5 No Liability.

Lessor shall not be liable to Lessee for any inconvenience, loss of business, or damages arising from any casualty or from any repair, restoration, or failure to repair or restore the Site.

24. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, and permitted assigns. A Party ("**Assignor**") may not assign, sell, or otherwise transfer ("**Transfer**") this Agreement, in whole or in part, without the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may Transfer this Agreement in its entirety, without the prior consent of the other Party, if such Transfer is (i) to any entity that purchases or acquires all or substantially all of the assets of the Assignor, or any other entity formed by or surviving the merger, reorganization, consolidation or amalgamation of the Assignor and any other entity; (ii) a transfer of all or substantially all of the assets of the Assignor; (iii) to any firm, corporation, or entity which the Assignor controls, is controlled by, or is under common control with; or (iv) for any business reorganization that may result in a change in majority control, investor ownership, or refinancing. In the event of a Transfer, the assignee shall assume all duties, obligations, and responsibilities of the Assignor set forth in this Agreement.

25. Notices. All notices, demands, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given (a) if delivered in person to a Party; (b) if delivered by an overnight delivery service, private courier, or commercial courier; or (c) if delivered by the United States Postal Service via certified or registered mail with return receipt requested. All notices so given shall be deemed effective on actual delivery or if delivery is refused, upon refusal. All notices shall be delivered at the following addresses:

If to the Lessor:

City of Eagle Pass
100 S. Monroe
Eagle Pass, Texas 78852
Attention: City Manager

If to the Lessee:

Gibraltar Construction Company, Inc
42 Hudson St., Ste 107
Annapolis, MD
Attention: Caleb Starnes

26. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other Party that:

26.1 It has the full power, right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

26.2 This Agreement constitutes its legal, valid, and binding obligation enforceable against such Party in accordance with its terms; and

26.3 The individuals signing this Agreement on behalf of Lessor and Lessee are empowered and duly authorized to bind Lessor or Lessee, as the case may be, to this Agreement.

27. Subordination. This Agreement and Lessee's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Lessor. Upon request of Lessor, Lessee will enter into a reasonable subordination agreement or other customary form as required by the lien holder.

28. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other fiduciary relationship between the Parties other than that of Lessor and Lessee. Neither Party is authorized to act as an agent or on behalf of the other Party.

29. Condemnation. In the event that all or a material portion of the Site necessary for Lessee's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date.

30. Quiet Enjoyment. If Lessee pays the Rent and performs all other obligations under this Agreement, Lessee may peaceably and quietly hold and enjoy the Site during the Term without any interference from Lessor or Lessor's employees, contractors, or agents.

31. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

32. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

33. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

34. Governing Law. This Agreement shall be governed by, enforced, and construed in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Texas, without regard to choice of law principles. Venue for any legal action relating to this Agreement shall be the State Court in and for the County of Maverick, Texas.

35. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

36. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

37. Entire Agreement. This Agreement and its Exhibits constitute the entire understanding between the Parties and supersedes and replaces any and all prior understandings, agreements, negotiations, and communications, whether written or oral, between the Parties relating to the subject matter hereof, and the transactions provided for herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect.

38. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document. This Agreement may be executed via a recognized electronic signature service (e.g., DocuSign), or may be signed, scanned, and emailed to the other Party, and any such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

LESSOR

LESSEE

City of Eagle Pass

Gibraltar Construction Company, Inc

Signature

Signature

Homero Balderas
Print Name

Print Name

City Manager
Title

Title

Date

Date

Exhibit A Property Description

Parcel ID: 5290; Owner: City of Eagle Pass; 44.42 Acres

Legal Description: ABSTRACT A0744, MUNOZ, JOSE MA, SURVEY 35, (INCLUDES SHELBY PARK), ACRES 44.42

Commonly referred to as: Shelby Park

Shown on map below:



PROPOSAL:

EAGLE PASS COMPREHENSIVE PLAN WITH A FOCUS ON ECONOMIC DEVELOPMENT

BEST AND FINAL OFFER

PREPARED FOR:

CITY OF EAGLE PASS, TX

ARISTA

Planeación / Diseño Urbano / Arquitectura / Paisaje

aristadesign.com

APRIL, 16th 2026

April 16th, 2026

Homero Balderas
City Manager
City of Eagle Pass, TX

Eagle Pass Comprehensive Plan
Best and Final Offer

Dear Mr. Balderas,

Following our discussions last week regarding Eagle Pass Comprehensive Plan with a focus on Economic Development, ARISTA is pleased to submit our Best and Final Offer (BAFO) in connection to the RFP#2026-010 previously submitted.

We have reviewed your feedback regarding overall project fee and have updated our proposal to better align with the City's requirements.

Attached you will find the updated project fees and payment schedule. The scope of services, project schedule and all other aspects of the proposal remain without change as originally submitted. We have been able to adjust the proposed fees without reducing the scope of work, deliverables or the number of visits to Eagle Pass.

We are excited to work on this key project to guide economic development and are looking forward to working with you and the City's team.

Do not hesitate to contact us directly with any questions.

Sincerely,

Planeación / Diseño Urbano
Arquitectura / Paisaje
Monterrey · New York
aristadesign.com



Maricarmen Elosúa
maria@aristadesign.com
+52 (81) 1988 9153 cel



Jaime Ortiz
jaime@aristadesign.com
+52 (81) 1024 2745 cel



DETAILED FEES, BAFO

Eagle Pass Comprehensive Plan with a Focus on Economic Development

<i>tasks:</i>	<i>deliverables:</i>	<i>task duration:</i>	<i>fee (USD):</i>
TASK 1. KICK OFF AND DATA GATHERING			\$ 24,900.00
	Plan Schedule and Framework	1 month	
TASK 2. EXISTING CONDITIONS ASSESSMENT			\$ 74,700.00
	Existing Conditions Assessment	3 months	
TASK 3. FORUM #1: STRENGTH AND CHALLENGES			\$ 24,900.00
	Task 3 Workshop	0.25 month	
	Task 3 Report	0.75 month	
		1 month	
TASK 4. ULI TECHNICAL ASSISTANCE PANEL (TAP)			To be covered separately
	TAP Workshop	0.25 month	
	TAP Report	1.75 months	
		2 months	
TASK 5. FORUM #2: VISION AND FUTURE GROWTH			\$ 24,900.00
	Task 5 Workshop	0.25 month	
	Task 5 Report	0.75 months	
		1 month	
TASK 6. THE FINAL PLAN - A NEW PERSPECTIVE			\$ 87,150.00
	Comprehensive Plan 1st Draft	2.5 months	
	Comprehensive Plan Final Draft	1.5 months	
		4 months	
TASK 7. APPROVAL PROCESS FOLLOW UP			\$ 12,450.00
	Follow up	[up to 3 months, not included in total time below]	
PROPOSAL TOTAL:			\$ 249,000.00 USD

12 months total time by ARISTA, not including time allocated by the City to review and/or approve tasks or deliverables



PAYMENT SCHEDULE

In order to start work a retainer must be paid, with the remaining payments linked to progress and deliverables.

Payment 1, retainer -	\$ 49,800	(20%)	Before project Kick Off
Payment 2 -	\$ 12,450	(5%)	At completion of Plan Schedule and Framework
Payment 3 -	\$ 49,800	(20%)	At completion of Existing Conditions Report
Payment 4 -	\$ 24,900	(10%)	At completion of Forum #1
Payment 5 -	\$ 12,450	(5%)	At completion of TAP
Payment 6 -	\$ 24,900	(10%)	At completion of Forum #2
Payment 7 -	\$ 37,350	(15%)	At completion of Comprehensive Plan 1st Draft
Payment 8 -	\$ 24,900	(10%)	At completion of Comprehensive Plan Final Draft
Payment 9 -	\$ 12,450	(5%)	After Plan approval or at the end of Follow Up period (up to 3 months)
total:	\$ 249,000	(100%)	

ULI TECHNICAL ASSISTANCE PANEL (TAP) ESTIMATED COST [OPTIONAL ADD-ON]

If requested by the City, the ULI Technical Assistance Panel (TAP) proposed as Task 4 of the scope is estimated to cost between \$20,000 and \$25,000 USD. Of these total costs the City (sponsor) will typically pay from \$10,000 to \$15,000 USD with the remaining costs usually covered through sponsorship from local or regional businesses, the City with the help of ARISTA and key stakeholders would lead the sponsorship effort.

Notes

- All prices are in US dollars
- The cost of each deliverable assumes the contract for the entire project and will not be the same if requested individually.
- Timescales are subject to the client providing the required information, signing the contract, and making the corresponding payments.
- Delays in project development caused by third parties may result in modifications to preparation and delivery times.
- Only travel costs indicated in the proposal are included; additional travel expenses will be quoted separately.
- This quote is valid for 60 days.