



CITY OF EAGLE PASS
AGENDA
CITY COUNCIL SPECIAL MEETING
Council Chambers, City Hall
100 S. Monroe Street, Eagle Pass,
Maverick County, Texas
Tuesday, March 17, 2026 at 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ANNOUNCEMENTS

CITIZENS COMMUNICATIONS AND RECOGNITIONS

CONSENT AGENDA ITEMS

1. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 24, of the Code of Ordinances by adding a new section for short term rentals; a hotel occupancy tax and permit requirement for short-term rentals; providing definitions; imposing a local hotel occupancy tax rate of seven percent (7%) on short-term rentals; requiring registration, permitting, and monthly remittance; providing for Administration by the Tax & Finance Department, Community Development Department, and Code Enforcement division.
2. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 26, Article VII, Section 26-182, of the Code of Ordinances by defining vehicle to pay commercial and non-commercial fees, and including penalties for commercial vehicles using the non-commercial express card lane, establishing a \$100 to \$500 administrative fee, and possible express card account suspension.
3. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Article IV, Section 23-69, of the Code of Ordinances by amending lot size requirements for residential lots outside city limits; establishing lot size requirements and development standards for residential lots consistent with the City's Zoning Ordinance; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.
4. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas declaring surplus personal property owned by the

city as further described in Exhibit "A".

5. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas, supporting the proposed installation of a Texas historical marker at Fort Duncan recognizing the birthplace of the first Seminole Indian scouts muster roll in the Texas and United States Army Services on August 16, 1870; and authorizing the City Manager or his designee to provide landowner permission for the Texas Historical Commission application process.
6. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas authorizing the purchase of certain real property to be used for the operation of a domestic violence shelter; finding that the acquisition serves a public purpose; authorizing the city manager to execute all documents necessary to complete the purchase of the property; authorizing the city to lease the property to Manos Unidas through Organization for Distaster Relief, a local non-profit organization, for the purpose of operating a domestic violence shelter; providing for confidentiality of the property location for the safety and protection of victims; finding compliance with the open meetings act; providing a severability clause; and establishing an effective date.
7. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the Westlake shared-use path project.

OTHER BUSINESS

8. Discussion and possible action on City Health Unit operations.
9. Consideration and possible approval between the City of Eagle Pass Fire Department and Heat Safety Equipment LLC, for the purchase of self-contained breathing apparatus and specialized accessories, not to exceed \$456,447.19.
10. Consideration and possible approval/rejection of the RFP 2026-010 Comprehensive Plan with a Focus on Economic Development and authorization for the City Manager to negotiate and execute a contract/agreement.

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.

11. Executive Session pursuant to the Texas Government Code, Chapter 551, Section 551.087 — Discussion and possible action regarding the current local sales tax structure within the City of Eagle Pass, including allocations to the City, Maverick County, and Special Districts.

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 in the lobby at City Hall in a convenient place to the public, 100 South Monroe Street, Eagle Pass, Texas, and said notice was posted the 10th day of March 2026, at 6:00 p.m., which is more than three (3) business days prior to the meeting on the 17th day of March 2026.

Erika Rodriguez
City Secretary

ORDINANCE NO. 2026

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CAPTER 24, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION FOR SHORT TERM RENTALS; A HOTEL OCCUPANCY TAX AND PERMIT REQUIREMENT FOR SHORT-TERM RENTALS; PROVIDING DEFINITIONS; IMPOSING A LOCAL HOTEL OCCUPANCY TAX RATE OF SEVEN PERCENT (7%) ON SHORT-TERM RENTALS; REQUIRING REGISTRATION, PERMITTING, AND MONTHLY REMITTANCE; PROVIDING FOR ADMINISTRATION BY THE TAX & FINANCE DEPARTMENT, COMMUNITY DEVELOPMENT DEPARTMENT, AND CODE ENFORCEMENT DIVISION; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City Council finds that regulating short-term rentals and ensuring equitable collection of Hotel Occupancy Taxes promotes fairness, transparency, and protection of the health, safety, and welfare of residents and visitors.

WHEREAS, the City Council aims to use these regulations to identify the locations of short term rentals ensure payment of all required taxes.

WHEREAS, Texas Tax Code §351.002 authorizes municipalities to levy a hotel occupancy tax on the rental of rooms or dwellings for less than thirty (30) consecutive days.

WHEREAS, The City Council finds it necessary to establish a fair permitting, reporting, and enforcement structure for short-term rental operators within the City of Eagle Pass.

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

Section 1. The City of Eagle Pass Code of Ordinances, Chapter 24, Article 3 is hereby added as follows:

- **ARTICLE III. – Short term rental tax**

Footnotes:

Sec. 25-21. Purpose.

(a) The purpose of this article is to establish regulations governing short-term rental properties in order to protect the health, safety, and welfare of residents and visitors to ensure compliance with applicable laws.

(b) The Purpose of this article is to preserve the integrity and character of the residential neighborhoods within the City of Eagle Pass which short-term rental properties operate.

(c) The purpose of this article is to ensure that owners of residential property comply with any private conditions, covenants, or restrictions applicable to their property that may prohibit its use for short-term rental purposes

Sec. 25-22. Definitions.

The following words, terms and phrases are defined as follows:

Administrator. The City of Eagle Pass, Texas City Manager is designated as the administrator of the City of Eagle Pass, Texas to manage, supervise and administer the short term rental revenue collected by the City of Eagle Pass Texas.

Application. Application for a short-term rental permit shall be made either in writing or electronically.

Cooking facilities. a room or space designed to prepare meals. This space shall include, at a minimum, an operational refrigerator, microwave oven or stove, and sink. A hot plate shall not satisfy the requirement for a cooking facility.

Local Contact. a person designated by the short-term rental operator instead of themselves located within 30 miles of the City of Eagle Pass who has access to the property and is the twenty-four-hour emergency contact for a lawfully operating short-term rental.

Occupancy. The use or possession or the right to the use or possession of any room or rooms in a hotel if the room is one which is ordinarily used for sleeping and if the occupant is other than a permanent resident as hereinafter defined.

Occupant. Anyone who, for consideration, uses, possesses or has a right to use or possess a short-term rental property or portion thereof from its operator.

Operator. any person who operates a short-term rental, as defined in this article. For purposes of this article, a lessee of a unit, when expressly permitted in writing by the owner, may serve as the operator of a short-term rental.

Owner. the person or entity that holds legal and/or equitable title to the private property.

Short-term rental. a dwelling unit that rents out all or a portion for a period of less than thirty (30) days and not less than twelve (12) hours. This includes all zoning type classifications within the zoning ordinance.

Short-term rental permit. the permit issued by the city that identifies the subject property as a lawful short-term rental, the short-term rental permit number, the names and contact information of the owner, operator, and local contact if applicable, for at least one (1) of the preceding.

Sleeping area. a room within a dwelling designed or used for sleeping, including a bedroom. Tents, hammocks, recreational vehicles and/or other vehicles and outdoor areas shall not be considered a sleeping area.

Type 1 short-term rental (owner-occupied). a residential dwelling unit, a portion thereof, which is either occupied by the owner, as reflected in title records, or an operator as reflected in a valid lease agreement, and with the express permission of the property owner. Accessory dwelling units will be considered occupied by the owner where the primary residential dwelling is occupied by the owner, as reflected in title records, or an operator as reflected in a valid lease agreement, and with the express permission of the property owner. The owner or operator shall make his or her legal residence on the same property, as evidenced by homestead exemption, voter registration, vehicle registration, or similar means.

Type 2 short-term rental (non-owner occupied). a residential dwelling unit, or a portion thereof, which is either not occupied by the owner or operator, or the owner or operator does not occupy another dwelling unit, or portion thereof, on the same property, as reflected in title records.

Sec. 25-23. Permit required.

(a) No short-term rental shall operate within the City of Eagle Pass without a current valid short-term rental permit.

(b) all short-term rentals shall be given a unique permit number once permit is issued. The permit number must be included in any and all advertisements for short-term rentals

(c) A permit is valid for up to one year from the date of issuance and may be renewed by applying in accordance with this article.

(d) All short-term rental advertisements under a consolidated short-term rental permit must include the consolidated short-term rental permit number

Sec. 25-24. Short term rental application.

(a) a person seeking a short term rental application shall submit a form provided by the city to the administrator and shall be accompanied by a one-time application fee. The application shall include the following information.

(1) A list of all owners, operators, and local contacts (if applicable) of the short-term rental including names, addresses, current email address(es) of owner/operator, and telephone numbers.

(2) A floor plan, which identifies sleeping areas, proposed maximum number of guests, evacuation route(s), location of fire extinguisher(s). If the short-term rental has outdoor amenities, include the posted notice of Quiet Hours with the STR Permit.

(3) The name, address and twenty-four-hour telephone numbers of a contact person, who is the owner, operator, or designated local contact and who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.

(4) The owner shall maintain insurance coverage for the unit or portions thereof in accordance with this article and shall obtain annual independent inspections of required fire extinguishers in compliance with the city's current fire code.

(5) Completeness of application. Applications shall not be considered complete until all documentation required under this article has been submitted, and until the full application and permit fees have been paid. Incomplete applications will not be accepted.

(a) Acknowledgement by applicant. In connection with submission of the application, each applicant shall acknowledge that any permit granted under this article does not supersede any property-specific restrictions against short-term rentals that may exist under law, agreement, lease, covenant or deed restriction.

(b) The application fee for a permit to operate a short-term rental is two hundred dollars (\$200).

(c) Life safety inspection fee. The applicant shall pay a non-refundable life safety inspection fee of \$25. 00 per short-term rental unit.

Sec. 25-25. Expiration and renewal of permits.

Unless revoked by (Community Development Director) earlier pursuant to this article, a permit to operate a short-term rental expires, as follows:

(1) (Type 1) permits expire one (1) year after the date of issuance.

(2) (Type 2) permits expire one (1) year after the date of issuance.

(b) A permit holder shall apply for renewal prior to the expiration of the permit on a form provided by the (Community Development Director). The permit holder shall update the information contained in the original permit application required under section 25-23,24 of this article or any subsequent renewals under this section, if any of the information has changed. The permit holder shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications, or that any information that has been updated is accurate and complete. Complete applications for renewal received after the expiration of a current permit shall be treated as applications for a new permit, as described in section 25-23,24

(c) The (Community Development Director) shall follow the procedures set forth in this article when determining whether to renew a permit.

(d) The fee for the renewal of a permit to operate a short-term rental is fifty dollars (\$50.00) for Type 1 and fifty dollars (\$50.00) for Type 2.

e) If a short-term rental does not pass a life safety inspection or is found in violation of any City Ordinance or other applicable law, the applicant shall pay a non-refundable re-inspection fee of twenty-five (25) dollars per each short-term rental unit.

Sec. 25-26. Non-transferability

A permit to operate a short-term rental is not transferable to another owner, unit or location. A permit holder may update the operator or local contact, without submitting a new permit application.

Sec. 25-27. Tiers.

(a) Short term rental (Type 1) regulations: This subsection applies to a short-term rental use that is rented for periods of less than thirty (30) consecutive days; and property is owner or operator occupied.

A short-term rental permit under this section may include the rental of less than an entire dwelling unit, if the following conditions are met:

(1) A sleeping area must at a minimum include the shared use of a full bathroom.

(2) The owner is generally present at the licensed short-term rental property.

(3) May not operate without a permit as required by section 25-23,24, permit required.

(b) Short-term rental (Type 2) regulations. This subsection applies to a short-term rental that is rented for periods of less than thirty (30) consecutive days; and is not owner or operator occupied.

A short-term rental use under this section may not:

(1) Include the rental of less than an entire dwelling unit;

(2) Operate without a permit as required by section 25-23,24 permit required.

If a permit for a short term rental (Type 2) use meets the requirements for renewal under section 25-25 (expiration and renewal of permit) and the property received a city-issued notice of violation related to the life, health, or public safety of the structure, the property is subject to an inspection by the building official to determine if the structure poses a hazard to life, health, or public safety.

(c) Accessory dwelling units used as short-term rentals must comply.

Sec. 25-28. General standards.

All short term rentals permitted pursuant to this chapter are subject to the following standard requirements:

(a) Occupancy. The maximum number of persons, as indicated on the approved permit, allowed to reside in a short term rental. The owner/operator shall not allow an occupancy of a residential structure that exceed the maximum occupancy level for that structure.

(b) Parking. All parking for short-term rentals must comply with the parking regulations applicable to the property's zoning classification

(c) Insurance. The applicants shall keep, at a minimum, an insurance policy sufficient for personal injury liability of guests.

(d) Life safety.

(1) Short term rentals and structures where they are located shall conform to all applicable city-adopted codes, regulations, and ordinances.

(2) A 2A:10B:C type fire extinguisher (a standard five-pound extinguisher) shall be properly mounted within 75 feet of all portions of the short term rental on each floor.

(3) Smoke and carbon monoxide detectors shall be installed and conform to all applicable city-adopted codes, regulations, and ordinances.

(4) Every sleeping area shall have at least one operable emergency escape and rescue opening per all applicable city-adopted codes, regulations, and ordinances.

(5) An evacuation plan shall be posted conspicuously in each unit or permitted sleeping area.

The owner/operator shall notify every occupant, in writing, that the non-compliant sleeping area may not be used for sleeping.

(e) Conduct on premises.

(1) Short term rental operators shall be responsible for informing their occupants of all relevant city codes and occupants' liability for violations of same.

(2) Excessive noise or other disturbance outside the short term rental is prohibited per section Sec. 29-3, Appendix A of the Code of Ordinances. This includes, but is not limited to, decks, portals, porches, balconies, patios, hot tubs, pools, saunas or spas. For short term rentals that provide outdoor amenities, the operator shall provide notice in the outdoor space of required quiet hours.

(3) No overnight sleeping outdoors or outdoor sleeping spaces for rent.

(f) Signage.

(1) All signage for short-term rentals must comply with the city's current sign code and any design, review, or approval requirements applicable to the property's zoning classification

(2) All advertisements, including online or proprietary (website, app, or other technology) will include the short term rental permit number within the description or body for public reference.

(g) Tenant indoor notification. The operator shall post in a conspicuous location of the dwelling the following minimum information:

(1) Maximum number of occupants.

(2) Location of required off-street parking, other available parking and prohibition of parking on landscaped areas.

(3) Quiet hours and noise restrictions as defined per Sec. 29-3, appendix A of the Code of Ordinances

(4) Restrictions of outdoor facilities.

(5) Local C.

(6) Property cleanliness requirements.

(7) Trash pick-up requirements, including location of trash cans.

(8) Flooding hazards and evacuation routes.

(9) Emergency numbers.

(10) Notice that failure to conform to the occupancy and parking requirements is a violation of the City Code and occupant or visitor can be cited.

(11) Short term rental permit, and/or any other required permits, if applicable.

(12) Hotel occupancy tax registration.

(h) Emergency contact. The owner/operator of the short term rental shall provide the city with a twenty-four-hour contact number for the operator or a designated local contact per section 25-23,24, and shall provide timely updates to city of any changes thereto. Should a city official respond to the short-term rental and issue a citation for any violation of city ordinances, the operator or their local contact shall be called by the city official. The operator or their local contact shall attempt to contact the occupants within one hour of the call to address the occupants about the complaints. Should a second complaint be filed and citation issued to any part of the occupants or guests, the owner/operator must take timely appropriate steps, in accordance with the individual rental agreement, to ensure future complaints do not occur.

Sec. 25-29. Inspections.

To ensure continued compliance with the requirements of this section a short-term rental may be inspected upon complaint or suspicion of a violation. The city may perform inspections when a violation is reported or suspected in accordance with established code enforcement procedures.

Sec. 25-30. Enforcement/penalty.

(a) It shall be unlawful for an operator to operate, maintain or conduct a short-term rental without a permit, or without complying with this article or any other law.

(b) Violation of any section of this article is a Class C misdemeanor offense and shall constitute an offense resulting in permit revocation in accordance with section 25-31, Revocation procedures.

(c) The provisions of this article are in addition to and not in lieu of any criminal prosecution or penalties as provided by other city ordinances, county, or state law.

(d) An offense under this article is punishable by a fine of not more than five hundred dollars (\$500.00) per day

(e) Penalties provided are in addition to any other enforcement remedies that the city may have under city ordinances and state law.

Sec. 25-31. Revocation procedures.

The (Community Development Director) is authorized to suspend or revoke a short term rental permit issued under the provisions of this article wherever the permit is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building, structure, unit, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this article. In addition, if any violations have been committed and not corrected within the time specified, the director shall begin the procedures to revoke the short term rental permit in accordance with the following:

(a)The (Community Development Director) shall give written notice to the owner/operator regarding the revocation.

(b)If a short-term rental permit is revoked, the owner/operator may not reapply for the same property for a period of twelve (12) months.

Sec. 25-32. appeals.

If the (Community Development Director) denies issuance or renewal of a permit or suspends or revokes a permit issued under this article, the action is final unless the permit holder files a written appeal within twenty (20) calendar days to the (Community Development Director), or his/her designee. Appeals shall be heard by The zoning board?

Sec. 25-33. Other restrictions on use of premises.

This article does not create any right to operate a short-term rental in violation of any lease, license, deed restriction, covenant, easement, or other legal encumbrance. Unless expressly authorized by the city, any property which has received a city housing incentive is ineligible to receive a permit to operate a (Type 2) short-term rental during the period of time that the property owner (or third-party beneficiary, as the case may be) is eligible to receive a city housing incentive.

Sec. 25-34. Nonconforming rights.

Short term rentals (Type 2) in existence as of date of ordinance. Properties which are used as short term rental (Type 2) establishments as of date of ordinance adopting this article that can also provide written confirmation from the City of Eagle Pass Finance Department showing proof of registration and proof that their account is not in arrears with the City of Eagle Pass Finance Department for hotel occupancy tax collection, may be registered as short term rental (Type 2) establishments at the Community and Development department and upon such registration will be granted a permit, subject to compliance with requirements under this article. Registration of the short-term rental (Type 2) establishment shall be complete with receipt of applicable permit. Registration is not transferable to another owner, operator, or location. Nonconforming rights shall not transfer with change of owner, and any short-term rental permit shall be revoked by director. Notwithstanding the foregoing, for purposes of this subsection, the conveyance or transfer of a unit or property ownership to a legal

entity controlled by or providing equitable ownership of the prior owner shall not constitute a change in owner. It shall be the obligation of any new property owner to apply for a new short term rental permit under this article, and to provide evidence satisfactory to director that ownership did not change, in order to maintain nonconforming rights hereunder.

Sec. 25-35. Hotel Occupancy Tax; Monthly Reports, Remittance, and Delinquent Taxes
(a) Tax imposed.

A local hotel occupancy tax is hereby imposed on the cost of occupancy of a short-term rental located within the City of Eagle Pass, Texas, at the rate of seven percent (7%) of the consideration paid by the occupant, as authorized by Texas Tax Code Chapter 351.

(b) Duty to collect and remit.

Each owner, operator, and/or person responsible for operating a short-term rental shall collect the local hotel occupancy tax from the occupant at the time of payment and shall hold the same in trust for the benefit of the City until remitted to the City.

(c) Monthly report and payment due date.

On or before the 20th day of each month, each short-term rental owner/operator shall file a monthly hotel occupancy tax report with the City for the preceding calendar month and shall remit to the City the full amount of tax due with such report.

(d) Zero report required.

A monthly hotel occupancy tax report is required for every reporting period, even if no rentals occurred and no tax is due for that month. In such event, the owner/operator shall file a zero report.

(e) Form and contents of report.

The monthly report shall be submitted on a form prescribed by the City and shall include, at a minimum, the gross receipts, taxable receipts, exemptions (if any), amount of tax collected, and such other information reasonably required by the City to administer and enforce this article.

(f) Delinquent taxes; penalty.

Any hotel occupancy tax not remitted to the City when due shall be considered delinquent. A penalty of fifteen percent (15%) of the delinquent tax shall be assessed on all delinquent taxes, in addition to any other remedies or enforcement actions authorized by this article or applicable law.

(g) Failure to file or pay; penalties.

Failure to timely file the required monthly report and/or remit the tax due by the 20th day of the month shall constitute a violation of this article. A fifty-dollar (\$50.00) penalty shall be assessed for failure to timely submit the required monthly report. In addition, any hotel occupancy tax not remitted to the City when due shall be considered delinquent, and a penalty of fifteen percent (15%) of the delinquent tax shall be assessed on all delinquent taxes. Such violations may also result in additional penalties, enforcement action, and/or permit suspension or revocation as provided herein and by applicable law.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in

direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. 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 4. This Ordinance shall become effective October 1, 2026.

ATTEST:

Aaron Valdez .
Mayor

Erika Rodriguez
City Secretary

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

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 26, ARTICLE VII, SECTION 26-182, OF THE CODE OF ORDINANCES BY DEFINING VEHICLE TO PAY COMMERCIAL AND NON-COMMERCIAL FEES, AND INCLUDING PENALTIES FOR COMMERCIAL VEHICLES USING THE NON-COMMERCIAL EXPRESS CARD LANE, ESTABLISHING A \$100 to \$500 ADMINISTRATIVE FEE, AND POSSIBLE EXPRESS CARD ACCOUNT SUSPENSION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Eagle Pass owns and operates a toll bridge system, including designated lanes for commercial, non-commercial, pedestrian and express card users; and

WHEREAS, the City Council finds it necessary to strictly define “commercial vehicles” and “non-commercial vehicles” to ensure proper toll collection and efficient traffic flow at the Bridge System; and

WHEREAS, the City has identified that commercial vehicles improperly utilizing the non-commercial express lanes cause traffic congestion and revenue loss; and

WHEREAS, the City Council deems it in the best interest of the City to establish an administrative fine for commercial vehicles that improperly use a non-commercial express card lane(s); and

WHEREAS, the City Council intends to provide a severability clause, provide for publication and declare an effective date for said amendment.

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

Section 1. The City of Eagle Pass Code of Ordinances, **Chapter 26, Article VII, Section 26-182**, is hereby amended as follows:

(a) The load limit of any one (1) vehicle (including tractor and trailer combination) using the International Bridge, shall not exceed the limits set by the Texas Department of Transportation as now exists or hereafter amended.

(b) The driver of a vehicle with a maximum carrying capacity of one ton shall pay the non-commercial toll.

- (c) The driver of a vehicle with a maximum carrying capacity exceeding one ton shall pay the commercial truck toll.
- (d) The express card lane is designated exclusively for non-commercial vehicles authorized under City policy. Any commercial vehicle, including but not limited to commercial trucks, vehicles exceeding one (1) ton capacity, or any vehicle required to pay the commercial truck toll, that utilizes the express card lane shall be subject to enforcement action.
- (e) In addition to payment of the proper commercial truck toll, any express card account used for unauthorized passage of a commercial vehicle through the non-commercial express card lane shall be assessed a penalty as applicable to this section.
- (f) Any driver of a vehicle, whether commercial or non-commercial, who enters the International Bridges without paying the required toll, commits a violation of this section.
- (g) Penalties. In addition to payment of the required toll, any violation of this section shall result in the assessment of an administrative fee in the amount of One Hundred Dollars (\$100.00) for the first occurrence, and Five-Hundred Dollars (\$500) for each subsequent occurrence .
If the express card account does not contain sufficient funds to cover the assessed administrative fee and any applicable tolls, the account shall be subject to immediate suspension or closure by the City. The account holder shall remain responsible for all outstanding tolls, fees, and penalties prior to reinstatement, if reinstatement is permitted. The City reserves the right, at its discretion, to deny use of the International Bridge express card lane or related services to any account holder or vehicle associated with violations of this section.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. 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 4. This Ordinance shall become effective immediately upon publication.

READ, PASSED, AND APPROVED ON FIRST READING on this 3rd Day of March, 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 March, 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 _____ Day of April A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Ana S. Garcia
City Attorney

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING ARTICLE IV, SECTION 23-69, OF THE CODE OF ORDINANCES BY AMENDING LOT SIZE REQUIREMENTS FOR RESIDENTIAL LOTS OUTSIDE CITY LIMITS; ESTABLISHING LOT SIZE REQUIREMENTS AND DEVELOPMENT STANDARDS FOR RESIDENTIAL LOTS THAT PERTAIN TO OUR ZONING ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City seeks to promote orderly growth and development in areas outside its corporate limits;

WHEREAS, establishing consistent lot size requirements ensures compatibility with existing and future land uses;

WHEREAS, the City's zoning ordinance provides standards for various zoning classifications to protect public health, safety, and welfare;

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

Section 1. The City of Eagle Pass Code of Ordinances, Appendix A, Section 9.2, is hereby amended as follows:

Sec. 23-69. Blocks and lots.

(a) Blocks:

- (1) The lengths, widths, and shapes of blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - b. Compatibility with adjacent development.
 - c. Needs for convenient access, circulation, control and safety of street traffic.
 - d. Limitations and opportunities of topography.
- (2) Block lengths shall not exceed one thousand two hundred (1,200) feet or be less than three hundred (300) feet, except as may be required by the commission in the proper projection of existing major thoroughfares, and except on existing platted blocks, and except where proper traffic impact mitigation measures have been incorporated into a site plan and submitted as part of the requirement for plat approval in accordance with adopted standards of the Institute of Transportation Engineers.
 - a. Block lengths may be waived by the planning and zoning commission for commercial developments.
 - b. To request a waiver from the one thousand two hundred foot block length requirement traffic impact mitigation measures must be incorporated into a site plan, submitted as part of and subject to approval along with the plat by the planning and zoning commission.
 - c. No waiver may be granted by the planning and zoning commission unless traffic impact mitigation measures comply with standards (herein adopted as minimum standards) of the Institute of Transportation Engineers. No waiver may be granted which modifies the any of the city's comprehensive plan or thoroughfare plan of the comprehensive plan addressing thoroughfares, highways, arterials, and collectors, or of the proper extension of any street.

- d. Where any conflict exists between the Institute of Transportation Engineers Standards and the comprehensive plan, the stricter of the two (2) shall apply.

(b) *Lots:*

- (1) The size, width, depth, shape and orientation of lots and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated and in compliance with the Zoning Ordinance of the City of Eagle Pass. The subdividing of the land shall be such lot with satisfactory access to an existing public street.
- (2) Lot dimensions shall conform to the requirements of the existing zoning ordinances of the city, and in addition thereto:
 - a. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
 - b. Residential lots outside the city limits shall conform to the lot size requirements ~~of the first single-family dwelling district~~ **established by the zoning classifications** as provided in the zoning ordinance, ~~except in areas where the city manager and the planning commission determine that it is sufficient for the lots to meet the lot size requirements of the second one-family dwelling district as provided in the zoning ordinance.~~
 - c. The depth and width of properties reserved for or laid out for business or industrial purposes shall be adequate to provide for off-street parking and service facilities required by the type of use and development proposed.
- (3) The commission shall have authority to set higher minimum standard requirements in the following instances:
 - a. Where lots conforming to the minimum requirements would disrupt the essential character of the neighborhood.
 - b. Where lots conforming to the minimum requirements, in relation to existing or planned adjacent properties conforming to a larger spacing, would be so small as to cause substantial injury to such adjacent properties by decreasing the market value thereof or otherwise.
 - c. Where lots conforming to the minimum requirements would be inconsistent with the master development plan or good neighborhood planning.
 - d. Where lot widths or area as proposed would have adverse affects on health or welfare due to unusual topographic conditions, or soil conditions relative to proper functioning of any planned septic tank or water system.

If the commission shall determine that any or all of the above conditions exist, it may increase the minimum requirements as to area or width so that, in the judgment of the commission, the adverse conditions will be abated.

- (4) Double frontage and reverse frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries, or to overcome specific disadvantages or topography and orientation. A planting screen easement of at least ten (10) feet, and across which there shall be no right of access, shall be provided along the line of lots abutting such traffic artery or other disadvantageous use and dedicated to the city on the plat.
- (5) Corner lots for residential use shall have extra width to permit appropriate building setback from, and orientation to, both streets. All other corner lots shall have sufficient width to provide appropriate building setback from and orientation to both streets as regulated by the Zoning Ordinance of the City of Eagle Pass.
- (6) Side lot lines shall be substantially at right angles to straight lines and radial to curved street lines.
- (7) Minimum setback lines:
 - a. Minimum front and side building setback lines at streets and crosswalks shall be shown on all plats and conform to the restrictions, if any, imposed on the subdivider, and in no event shall setback lines be less than required by the zoning ordinance of the City Code. For residential subdivisions, the setback lines shall not be less than those required under the Model Subdivision Rules (that is, ten (10) feet from roads and rights-of-way and five (5) feet from adjacent property lines).
 - b. No structure shall be located nearer than twenty-five (25) feet to a high pressure oil, gas or gasoline line. And further, adjacent to such high pressure lines, a twenty-five-foot building limit line (measured at right angles from the center line of the fuel line) shall be shown on the final plat. In any case in which there is an existing fuel line easement, then the twenty-five-foot building limit line shall be measured at right angles from the center line of said easement.
- (8) Lot grading:
 - a. Lot grading in developments will be such that lots drain toward the street. Accordingly, all lots graded within developments will be sloped such that a minimum grade of one-half of one (0.5) percent exists from the property

lines to the rear of the lot. In the event it is not practical to drain lots to the street (rear to front) then an alternate drainage plan may be submitted for approval by the City of Eagle Pass Public Works Department.

- b. If drainage from adjacent property crosses such development, drainage from adjacent property will be physically diverted to adequate drainage facilities or handled with the runoff from the development itself.
- c. A lot grading plan showing the finish floor elevation of the proposed structure shall be made part of the final plans and shall be considered an improvement for the development. Construction of same shall be a condition precedent to the final acceptance of the development by the city engineer.

(Ord. No. 05-22, § 1, 8-2-2005)

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. 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 4. The City Secretary of the City of Eagle Pass is hereby directed to publish the proposed Ordinance as required by Section 2-5 of the Charter of the City of Eagle Pass. **[Publication is required if the ordinance imposes a fine, penalty, or forfeiture. City Charter 2-5]**

Section 5. This Ordinance shall become effective immediately upon passage.

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 16th Day of September A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

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

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

RESOLUTION NO. 2026-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, SUPPORTING THE PROPOSED INSTALLATION OF A TEXAS HISTORICAL MARKER AT FORT DUNCAN RECOGNIZING THE BIRTHPLACE OF THE FIRST SEMINOLE INDIAN SCOUTS MUSTER ROLL IN THE TEXAS AND UNITED STATES ARMY SERVICES ON AUGUST 16, 1870; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PROVIDE LANDOWNER PERMISSION FOR THE TEXAS HISTORICAL COMMISSION APPLICATION PROCESS.

WHEREAS, the City of Eagle Pass, Texas, recognizes the historical significance of Fort Duncan and its role in the military and cultural history of the Texas frontier; and

WHEREAS, the Seminole Indian Scouts served with distinction in the United States Army along the Texas–Mexico border during the late 19th century, providing valuable service in protecting frontier communities; and

WHEREAS, historical records indicate that the first muster roll of the Seminole Indian Scouts for service in the Texas and United States Army occurred on **August 16, 1870, at Fort Duncan in Eagle Pass, Texas**; and

WHEREAS, the **Warren Perryman Foundation for Native American Research**, a 501(c)(3) nonprofit organization, has proposed the installation of a **Texas Historical Marker** at Fort Duncan to commemorate this important historical event and recognize the contributions of Native American veterans; and

WHEREAS, the installation of such a marker will enhance public awareness of the region’s history, honor the service of Native American military members, and contribute to educational and cultural tourism within the City of Eagle Pass; and

WHEREAS, the Texas Historical Commission requires confirmation of landowner permission as part of the official marker application process.

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

SECTION 1. The City Council hereby expresses its support for the proposed installation of a Texas Historical Marker at Fort Duncan recognizing the birthplace of the first Seminole Indian Scouts muster roll in the Texas and United States Army services on August 16, 1870.

SECTION 2. The City Council authorizes the City Manager, or his designee, to provide the necessary landowner permission and documentation required by the Texas Historical Commission for the submission and processing of the historical marker application.

SECTION 3. The City Council encourages collaboration between the City of Eagle Pass,

the Warren Perryman Foundation for Native American Research, the Texas Historical Commission, and other historical organizations to ensure the successful placement and dedication of the marker.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

READ, PASSED, AND APPROVED this 17th Day of March, A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0922-10-045	AFA ID	Z00012705	CFDA No.	20.205
AFA CSJs	0922-10-045			CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	12400		
Project Name	Westlake Shared-Use Path			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
Utilizing State Transportation Development Credits
TxDOT-Selected On and Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Eagle Pass (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Westlake Shared-Use Path (Project), and

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WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 117073 (MO) dated 11/13/2025 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of the design and construction of sidewalk and shared use path to extend the Westlake Trail and the installation of safety lighting. The shared-use path will primarily be off-road, with a short section on Microstar Way connecting to FM 1021. The sidewalks will primarily be along Patsy Winn Boulevard adjacent to the Eagle Pass Sports Complex with a short off road section. Safety lighting will be installed along the existing Westlake trail from US 277 to the new shared-use path constructed as part of this project. The project includes bike racks, benches, ADA curb ramps, and signage.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must

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complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

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with access to any information the state auditor considers relevant to the investigation or audit.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

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8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for

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Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the

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purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

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must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Eagle Pass ATTN: City Manager 100 S. Monroe Street Eagle Pass, TX 78852	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Contract Specialist – TP&D
1817 Bob Bullock Loop
Laredo, TX 78043

All invoicing, payment, and project inquiries must include the following information:

County: Maverick
Local Government: City of Eagle Pass
CSJ No.: 0922-10-045
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Highway or Roadway: Various

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order

12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

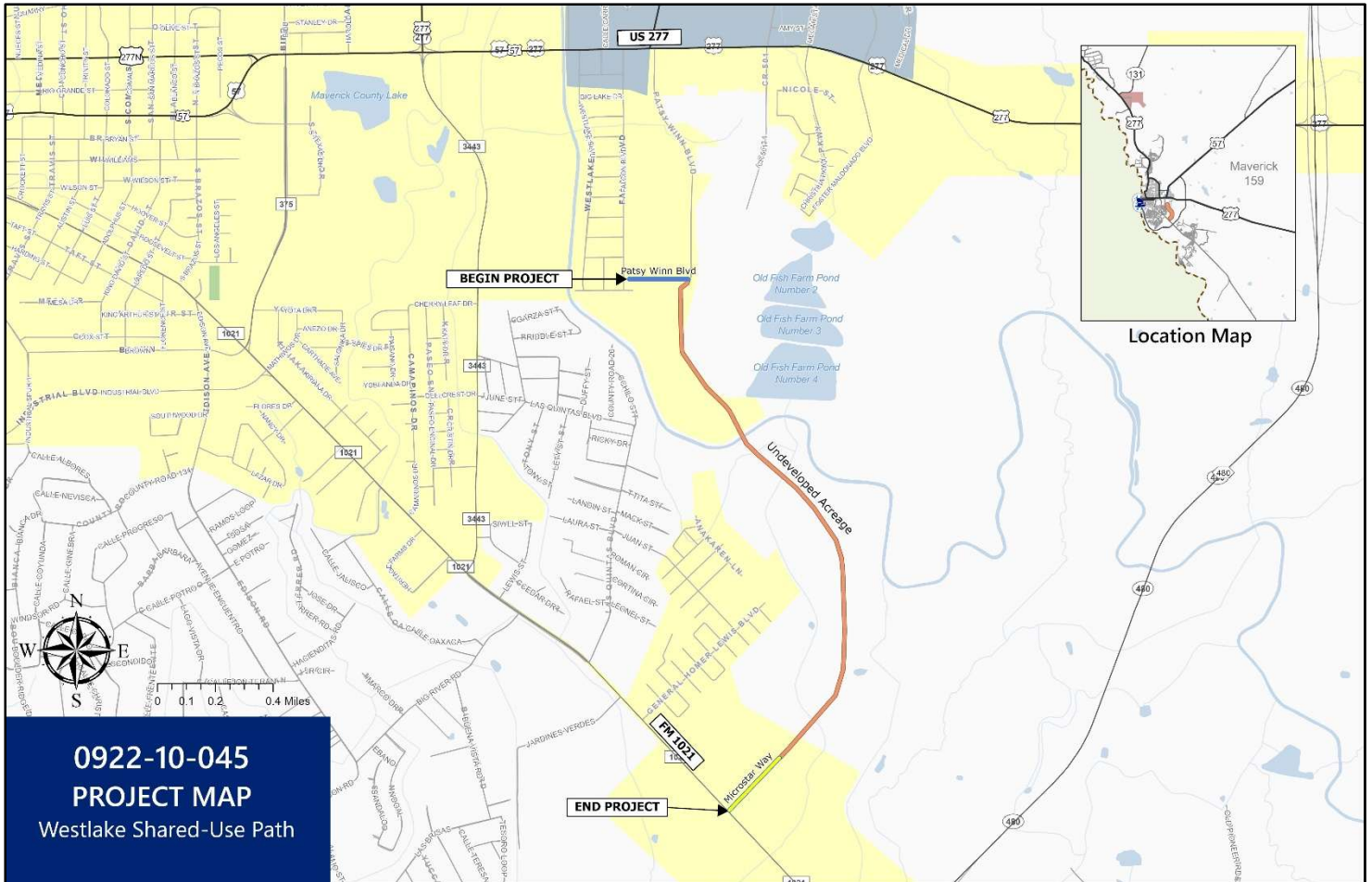
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

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ATTACHMENT A PROJECT LOCATION MAP



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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government (“LG”)								
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized TDC reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	0
Preliminary Engineering		\$220,000	100%	\$220,000	0%	\$0	0%	TDC 44,000
Environmental Cost		\$0	0%	\$0	0%	\$0	0%	0
Right of Way		\$0	0%	\$0	0%	\$0	0%	0
Utilities		\$0	0%	\$0	0%	\$0	0%	0
Construction Cost	\$2,701,000							
Construction Engineering Cost	\$120,000							
Eligible In-Kind Contribution Value	\$0							
Total Construction Value (sum of construction cost and in-kind value)								
Work by LG Subtotal		\$3,041,000	\$3,041,000		\$0		TDC 608,200	
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$	\$0	0%	\$0	0%	\$0	0%	\$0
Eligible In-Kind Contribution Value	\$							

TxDOT:				Federal Highway Administration:	
CCSJ #	0922-10-045	AFA ID	Z00012705	CFDA No.	20.205
AFA CSJs	0922-10-045			CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	12400		
Project Name	Westlake Shared-Use Path			AFA Not Used For Research & Development	

Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized TDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$41,100	100%	\$41,100	0%	\$0	0%	TDC 8,220
Environmental Cost ¹	\$27,400	100%	\$27,400	0%	\$0	0%	TDC 5,480
Right of Way ¹	\$8,220	100%	\$8,220	0%	\$0	0%	TDC 1,644
Utilities ¹	\$5,480	100%	\$5,480	0%	\$0	0%	TDC 1,096
Construction ²	\$191,800	100%	\$191,800	0%	\$0	0%	TDC 38,360
Direct State Costs Subtotal	\$274,000	100%	\$274,000	0%	\$0	0%	TDC 54,800
Indirect State Cost	\$155,437		\$0	100%	\$155,437		\$0
TOTAL PARTICIPATION	\$3,470,437		\$3,315,000		\$155,437		TDC 663,000
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							TDCs

- The estimated total participation by Local Government is \$0.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$0.
- ¹Local Government's first payment of \$0 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

TxDOT:				Federal Highway Administration:	
CCSJ #	0922-10-045	AFA ID	Z00012705	CFDA No.	20.205
AFA CSJs	0922-10-045			CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	12400		
Project Name	Westlake Shared-Use Path			AFA Not Used For Research & Development	

- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 663,000.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$3,315,000.

TxDOT:				Federal Highway Administration:	
CCSJ #	0922-10-045	AFA ID	Z00012705	CFDA No.	20.205
AFA CSJs	0922-10-045			CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	12400		
Project Name	Westlake Shared-Use Path			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2026 -

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN ADVANCE FUNDING AGREEMENT (AFA)
WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE WESTLAKE SHARED-
USE PATH PROJECT**

WHEREAS, on 11/13/2025, via Minute Order 117073, the Texas Transportation Commission authorized the Westlake Shared-Use Path Project to receive TASA funds for project construction and engineering, and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Eagle Pass commits to provide the match. The local match is comprised of cash or Transportation Development Credits; and

WHEREAS, the City of Eagle Pass is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council of the City of Eagle Pass desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

WHEREAS, the City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City Council designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eagle Pass, Texas is authorized to enter into an AFA with TxDOT for this project.

READ, PASSED, AND APPROVED, this 17th day of March, A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

DRAFT

COUNCIL COMMUNICATION

MEETING DATE: 03.17.2026	SUBJECT OF DELIBERATION: A resolution authorizing the execution of an advance funding agreement (AFA) with the Texas Department of Transportation for the Westlake Shared-Use Project
REQUESTED BY: Engineering Department	DEPARTMENT SOURCE: N/A
BACKGROUND/PREVIOUS ACTION: The scope of work for Project consists of the design and construction of sidewalk and shared use path to extend the Westlake Trail and the installation of safety lighting. The shared-use path will primarily be off-road, with a short section on Microstar Way connecting to FM 1021. The sidewalks will primarily be along Patsy Winn Boulevard adjacent to the Eagle Pass Sports Complex with a short off road section. Safety lighting will be installed along the existing Westlake trail from US 277 to the new shared-use path constructed as part of this project. The project includes bike racks, benches, ADA curb ramps, and signage.	
COST: Funding Levels Federal Participation: \$3,315,000 State Participation:\$155,437 Total Participation: \$3,470,437 Match: Transportation Development Credits (TDC) \$663,000	BUDGETED or FUNDING SOURCE: N/A
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approve the Resolution	
FINANCE DIRECTOR’S COMMENTS:	
CITY MANAGER’S COMMENTS:	
LEGAL COUNSEL COMMENTS:	
ATTACHMENTS:	
SUGGESTED MOTION:	

H E A T Safety Equipment LLC.

Quotation

5465 Curran Rd.
Von Ormy, Texas 78073
Ph. (210) 624-2320

DATE	Quotation No.
2/9/2026	Q26-01227

NAME / ADDRESS
Eagle Pass Fire Dept. 2558 El Indio Hwy Eagle Pass, TX 78852

P.O. NO.
tx share 2025-124

ITEM	DESCRIPTION	QTY	COST	TOTAL
X5914026305...	3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5914026305A04, 4.5, E-Z Flo C5, QD Hose, UEBSS, SEMS II, 2 ea/Case	35	8,326.87857	291,440.75
200129-01	CYLINDER & VALVE ASSY (NXG), CARBON, 4500 PSI, 45 MIN	70	689.486	48,264.02
FP1S50002M...	7100371449-3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1S50002M00010, Gen 2, Motorola®, BCH, 5-Strap, Kev, Small	1	1,494.43	1,494.43
FP1M50002M...	Vision C5 Facepiece FP1M50002M00010, M, 5 strap RDI, Bone Conduction Headphone, Kevlar® Headnet, Motorola®, English, 1 ea/Case	1	1,494.43	1,494.43
FP1L50002M...	7100371501- 3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1L50002M00010, Gen 2, Motorola®, BCH, 5-Strap, Kev, Large	70	1,494.42957	104,610.07
	OPTIONS			
FP1S5000000...	Vision C5 Facepiece, small 5 strap (Gen 2)	0	367.78	0.00
FP1M500000...	VISION C5 FACEPIECE FP1M50000000000 GEN 2,5-STRAP KEV MEDIUM	0	367.78	0.00
FP1L5000000...	3M™ Scott™ Vision C5 Facepiece FP1L50000000000, Gen 2, 5-Strap, Kev, Large	0	367.78	0.00
CF5V2SS0	3M™ Scott™ Vision C5 Charger CF5V2SS0, Qty 1, Single Mounting Bracket, Low-Power Supply (AC), 1 ea/Case	0	408.26	0.00
CF5V2TDB	3M™ Scott™ Vision C5 Charger CF5V2TDB, Qty 3, Triple Mounting Bracket, High-Power Supply (AC), 1 ea/Case	3	1,113.42	3,340.26
CF5V2DDB	3M™ Scott™ Vision C5 Charger CF5V2DDB, Qty 2, Double Mounting Bracket, High-Power Supply (AC), 1 ea/Case (charges up to 4 batteries at once)	0	771.16	0.00
201088-03	SEMS II, USB GATEWAY	1	2,002.83	2,002.83
8006951	SCOTT CONNECT MONITOR, PRO EDITION ADD ON	1	0.00	0.00
200954-32	RIT-PAK III,4.5,LG,C5,RECTUS	3	3,897.74	11,693.22
804723-01	4500, 60-MIN CARBON CYL & VALVE	3	1,535.72667	4,607.18
	Subtotal			468,947.19
FLOW TEST	FLOW TEST (SCBA)	35	0.00	0.00
Training	NFPA in-service TRAINING		0.00	0.00
		Total		

