



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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF REVERENCE

ANNOUNCEMENTS

CITIZENS COMMUNICATIONS AND RECOGNITIONS

1. Presentation of Proclamation for:
 - City Secretary Week
 - Economic Development Week

CONSENT AGENDA ITEMS

2. Approval of minutes for the April 7 and April 15, 2026, meetings.
3. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 23, Article II, Section 23-25 (b) and adding 23-13.2, of the Code of Ordinances by removing 23-25(b) value-based fees and adding 23-13.2 to include a fee schedule.

REPORTS

4. Quarterly Investment Report
5. Quarterly Financial Report

ORDINANCE(S)

6. Introductory ordinance of the City of Eagle Pass, Texas, supplementing Chapter 19, Article I, Section 19-22, of the Code of Ordinances to establish child safety zones and residency restrictions requiring registered sex offenders

whose offenses involved children to reside at least 1,500 feet from any location where children commonly gather.

7. Introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 7, Article II of the Code of Ordinances by adding section 7-22 to regulate the use of motor-assisted scooters, bicycles, and similar devices on International Bridges.

RESOLUTION(S)

8. Consideration and approval of a Resolution by the City Council of the City of Eagle Pass, Texas authorizing and approving publication of Notice of Intention to issue one or more series of Certificates of Obligation; and providing for other matters in connection therewith.
9. Consideration and possible approval of a Resolution of the City Council of the City of Eagle Pass, Texas revising Resolution 2024-55R establishing a Golf Course Advisory Board and defining the mission and duties of the board.

OTHER BUSINESS

10. Consideration and possible approval/rejection of RFP#2026-011 City of Eagle Pass Federal Legislative and Lobbying Consulting Services and authorization for the City Manager to negotiate and execute an agreement in an amount not to exceed \$120,000.00 annually.
11. Consideration and possible approval/rejection of RFQ#2026-013 City of Eagle Pass Downtown Properties Brokerage Services and authorization for the City Manager to negotiate and execute a contract/agreement.
12. Consideration and possible action to direct the Charter Review Commission to undertake specified review topics, and to identify and recommend additional amendments, for consideration in the 2027 Charter Amendment Election.
13. Consideration and possible approval on authorizing a land lease agreement and a Memorandum of Understanding with Vero Broadband, LLC and the City of Eagle Pass.
14. Discussion and possible action on a summer schedule for the City of Eagle Pass employees.
15. Presentation and discussion on Safe Streets Comprehensive Safety Action plan project: current progress and upcoming steps to finalize the project.

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.

16. Executive Session pursuant to the Texas Government Code Chapter 551 Section 551.071 for discussion and possible action regarding Ordinance 2020-22 and Ordinance 87-A, concerning the establishment, creation, and fee structure of the City of Eagle Pass Water Works System, and any matters related thereto.
17. Executive Session pursuant to Section 551.087, Chapter 551, Texas Government Code – Discussion on an amendment to the Chapter 380 Agreement between City of Eagle Pass and Project Robin; and return to open session for possible action.
18. Executive Session pursuant to Section 551.071 of Chapter 551, Texas Government Code–Consultation with attorney regarding the Fire and EMS Services Agreement with Maverick County; and any other matter incident thereto.

ADJOURNMENT

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

CERTIFICATION

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Eagle Pass is true and correct copy of said notice and was posted on the bulletin board located 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 29th day of April 2026, at 5:00 p.m., which is more than three (3) business days prior to the meeting on the 5th day of May 2026.

Erika Rodriguez
City Secretary

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

The City Council of the City of Eagle Pass held their Regular meeting on Tuesday, April 7, 2026, at 5:30 p.m. in the Council Chambers at Eagle Pass City Hall, 100 S. Monroe St., Eagle Pass, Texas. All legal notices were duly posted in accordance with the law.

CALL TO ORDER

City Council present: Mayor Aaron Valdez.; Mayor Pro-Tem, William "Billy Davis ;Councilors: Mario E. Garcia, Elias Diaz and Jessica Rey Ramon

Absent: None

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

PLEDGE OF ALLEGIANCE

Participants stood for the Pledge of Allegiance

MOMENT OF REVERANCE

An opening prayer was offered by Pastor Castillo.

ANNOUNCEMENTS

The city staff provided announcements on upcoming events:

- **Animal Control Adoption Drive:** The Animal Control Division is promoting pet adoption.
- **Parks and Recreations:** A free community event will be held on Saturday at 10am LC's Power Workout at the Cruz Antonio Munoz Gymnasium.

CITIZENS COMMUNICATIONS AND RECOGNITIONS

Transportation stakeholders voiced concerns on the sudden truck toll increase.

Multiple speakers voiced opposition, citing competition, costs, environmental impacts, traffic, pollution, noise, displacement, long-term land use, and potential loss of city revenues for the Puerto Verde Project.

Mr. Camarillo demands activation of the Eagle Pass Animal Welfare Board and adherence to ordinance.

1. Presentation of Proclamation for:

National Public Safety Telecommunicators Week
National Animal Control Officer Appreciation Week

Mayor Valdez and council presented a proclamation and read it into record for the telecommunications and animal control officers.

CONSENT AGENDA ITEMS

2. Approval of minutes for March 3, March 17, and March 24, 2026.
3. Consideration and possible approval of Resolution 2026-31R of the City Council of the City of Eagle Pass, Texas, establishing the Events For All Advisory Board of the City of Eagle Pass; providing for membership, powers, and duties; and providing an effective date.
4. Consideration and possible approval of Resolution 2026-32R of the City Council of the City of Eagle Pass, Texas allowing the submission of an application for the Motor Vehicle Crime Prevention Authority Grant Program.
5. Consideration and possible approval of Resolution 2026-33R of the City Council of the City of Eagle Pass, Texas allowing the submission of an application to the Motor Vehicle Crime Prevention Authority for the SB224 Catalytic Converter Grant Program.

Councilor Garcia moved to approve consent agenda items 2-5 . Seconded by Mayor Pro Tem Davis -
MOTION PASSED

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

6. Introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 23, Article II, Section 23-25 (b) and adding 23-13.2, of the Code of Ordinances by removing 23-25(b) value-based fees and adding 23-13.2 to include a fee schedule.

Councilor Garcia moved to approve ordinance in first reading . Seconded by Councilwoman Ramon
-MOTION PASSED

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

7. Consideration and possible approval of a resolution of the City of Eagle Pass, Texas authorizing the

acceptance of property for a permanent drainage and detention pond from Oscar De Los Santos as depicted on the attached Exhibit A.

Mayor Pro Tem Davis moved to approve Resolution 2026-34R . Seconded by Councilor Garcia -MOTION PASSED- Unanimously

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

8. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas appointing members to the Tax Increment Reinvestment Zone (TIRZ) Board of Directors.

Mayor Pro Tem Davis moved to approve Resolution 2026-35R reappointing current members 1) Homero Balderas, 2) Mario Garcia and 3) Jessica Rey Ramon . Seconded by Councilor Diaz -MOTION PASSED

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

9. Consideration and Possible action on awarding/rejection of Request for Qualifications (RFQ) #2026-008 Architectural Professional Services as Needed Project to the top four ranking firms and authorizing the City Manager to negotiate and execute a contract/agreement.

Councilwoman Ramon moved to award RFQ 2026-008 to the top four firms 1. Open Air Studios, 2. Dockery Architectural, 3. Abel City, and 4. Ero Architects; authorize city manager to negotiate and execute contract. Seconded by Councilor Diaz-MOTION PASSED

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

10. Discussion and possible action on a summer work schedule for the City of Eagle Pass employees.

Assistant City Manager, Placido Madera provided council with an overview of the current proposal for the summer pilot plan. The plan proposed seven Friday's closures as paid leave for eligible office-based departments, with equivalent leave credits for non-participating departments. The non-participating departments (e.g., police, fire) will receive equivalent 56 leave hours; credits do not expire; usage subject to feasibility; no cash-out.

Mr. Madera added that the duration will be from early June through end of July; nine Fridays total, with two holidays (Juneteenth Friday; July 3 observed) excluded from benefit count.

The overall pilot goals emphasize recruitment/retention, work-life balance, efficiency, and potential cost savings

Councilor Garcia moved to table item pending a rotation-inclusive plan from Monday- Friday . Seconded by Councilwoman Ramon-MOTION PASSED

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

11. Discussion and possible action regarding whether the City Council wishes to authorize the filing of a response with the Surface Transportation Board concerning STB Docket No. FD 36652 concerning a letter submitted by Clark Hill related to the proposed Puerto Verde/Green Eagle Railroad project, and to provide an update to Council regarding the City's solicitation for an independent study related to the Puerto Verde project.

City Attorney, Sophia Berrian-Garcia stated that on March 23, 2026, Clark Hill (representing Green Eagle Railroad LLC) sent a letter to the STB stating Puerto Verde Holding expects to finalize an MOU with the City of Eagle Pass rescinding prior objections and establishing a shared desire to partner on the Global Trade Bridge with Maverick County as a public-private partnership. She added if council wishes to respond they have by April 10.

City Manager, Homero Balderas stated that the city and mayor were not aware such language would be included; no entity should use the city's name to justify another agency's decisions.

Councilwoman Ramon moved to approve an official response to the Surface Transportation Board (STB) clarifying the City has not entered and will not enter into an MOU with Puerto Verde Holdings regarding the Green Eagle Railroad/Global Trade Bridge; ended the independent study solicitation tied to that project. . Seconded by Mayor Pro Tem Davis -MOTION PASSED

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

12. Consideration and possible action to direct the City Manager to collaborate with Friendship Festival partners to improve the overall quality and participation of the event and future city events.

Councilwoman moved to authorize collaboration with the Chamber . Seconded by Mayor Pro Tem Davis - MOTION PASSED

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

ADJOURNMENT

Mayor Pro Tem Davis moved to adjourn the meeting at 7:27 p.m. Seconded by Councilor Ramon.
MOTION PASSED

Aaron Valdez
Mayor

ATTEST:

Erika Rodriguez
City Secretary

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 23, ARTICLE II, SECTION 23-25 (b) AND ADDING 23-13.2, OF THE CODE OF ORDINANCES BY REMOVING 23.-25 VALUE BASED FEES AND ADDING 23-13.2 TO INCLUDE A FEE SCHEDULE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass is authorized to regulate the subdivision of land and to establish reasonable fees for such regulation pursuant to the Texas Local Government Code, including Chapter 212; and;

WHEREAS, the City Council finds that development-related fees should be reasonably related to the actual cost of services provided, including application review, engineering analysis, and construction inspection, in order to ensure fairness, transparency, and legal compliance pursuant to Section 212.906 of Texas Local Government Code; and

WHEREAS, the City Council has determined that the existing fee structure, including fees based on a percentage of construction cost, may result in charges that are not proportionate to the actual cost of service and may create potential legal and economic concerns; and

WHEREAS, the City Council desires to promote housing affordability and economic development by adopting a fee structure that reduces unnecessary cost burdens on residential, commercial, and industrial development while maintaining the City's ability to recover its reasonable costs of service;

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 23, Article II, is hereby amended as follows:

Sec. 23-13.2. FEES FOR PLATS, PLAN REVIEW, AND INSPECTIONS

(A) General Provisions

All fees established under this Chapter:

- 1. Shall be based on the reasonable cost of administering and enforcing subdivision regulations;**
- 2. Shall not be based on the value of construction or improvements;**
- 3. Shall be adopted by resolution of the City Council and maintained in the City's Development Fee Schedule;**
- 4. Shall be applied in accordance with applicable law, including Chapter 245 (Vested Rights) of the Texas Local Government Code.**

(B) Plat Application Fees

The following application fees are required at the time of submission:

<u>Application Type</u>	<u>Fee</u>
<u>Preliminary Plat</u>	<u>\$500</u>

<u>Application Type</u>	<u>Fee</u>
<u>Final Plat</u>	<u>\$500</u>
<u>Replat</u>	<u>\$500</u>
<u>Amending Plat (minor)</u>	<u>\$250</u>
<u>Non-single family residential</u>	<u>\$200 per acre (in addition to plat fee above)</u>
<u>Plat Extension</u>	<u>\$150</u>
<u>Subdivision Variance</u>	<u>\$250</u>

No application shall be deemed complete until the applicable fee has been paid. No review or action by the department or the commission shall be valid until the fees have been paid. This fee shall not be refunded should the subdivider fail to make formal application for final plat approval; or should the preliminary and/or final plat be disapproved.

(C) Subdivision Plan Review Fees

1. A subdivision plan review fee shall be assessed as follows:
 - Base Fee: \$2,500
 - Subdivision Review Team Meeting: \$750
 - Per Lot Fee: \$20 per lot
2. This fee shall cover:
 - engineering review
 - drainage analysis
 - utility review
 - coordination among City departments

(D) Resubmittal Fees

1. First resubmittal: No charge
2. Second resubmittal: \$250
3. Third and subsequent resubmittals: \$500 per submission

(E) Consultant Review Fees

Where specialized review is required, the applicant shall reimburse the City for the actual cost of third-party professional services, including but not limited to:

- engineering review
- drainage analysis
- traffic studies

Such fees shall be invoiced at cost with no administrative markup and shall be in addition to other fees listed within this chapter.

(F) Inspection Fees

(1) Adoption of Cost-Based Inspection Fees

Inspection services shall be billed based on actual time expended by City personnel, as follows:

<u>Personnel Type</u>	<u>Hourly Rate</u>
<u>City Inspector</u>	<u>\$85/hour</u>
<u>Senior Inspector & Director</u>	<u>\$110/hour</u>
<u>Overtime Inspection</u>	<u>1.5 times standard rate</u>

(3) Inspection Deposit

Prior to commencement of construction, the applicant shall provide an inspection deposit as follows:

<u>Subdivision Size</u>	<u>Deposit</u>
<u>1–25 lots</u>	<u>\$5,000</u>

Subdivision Size Deposit

<u>26–50 lots</u>	<u>\$10,000</u>
<u>50-100 lots</u>	<u>\$15,000</u>
<u>101+ lots</u>	<u>\$20,000</u>

1. The City shall deduct inspection costs from the deposit.
2. Additional funds shall be required if the deposit is exhausted.
3. Any unused portion shall be refunded upon project completion.

(G) Recording and Administrative Fees

Applicants shall pay all applicable recording and administrative costs, including:

- County plat recording fees
- Public notice costs
- Legal publication fees

Such fees shall be charged at actual cost.

(H) Financial Guarantees

Nothing in this section shall modify requirements for:

- performance bonds
- letters of credit
- fiscal security

(I) Optional Expedited Review

The City may offer expedited review services for an additional fee of \$2,000, subject to staff availability.

Participation in expedited review:

- is voluntary
- does not guarantee approval

(J) Fee Updates

The City Council shall review development-related fees at least once every two (2) years to ensure alignment with actual cost of service.

Sec. 23-25. Preliminary plat.

- (a) *General provisions.* The subdivider shall cause to be prepared a preliminary plat along with a preliminary engineering report. The preliminary engineering report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots in the subdivision in addition it will include proposed street and drainage improvements, contain preliminary estimates of the costs of providing the improvements, and list the improvements that the subdivider anticipates will not have been constructed at the time final plat approval is requested. Where individual wells are proposed for the supply of drinking water to residences, the preliminary engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with § 364.32 of the Model Subdivision Rules. Where private on-site sewerage facilities are proposed, the preliminary engineering report shall include planning materials required by 30 TAC § 285.4(c), including the site evaluation described by 30 TAC § 285.30 and all other information required by the county's OSSF order. The documents must be prepared by a registered professional licensed engineer in accordance with the provisions of this chapter. Said preliminary plat shall cover all of the tract intended to be developed, at any time, even though it is intended by the subdivider or subdividers to file plats and install improvements for parts of said tract by sections or units.
- (b) *Filing fees.* Expenses of processing plats and other materials are substantial; therefore, payment to the city shall be made to offset administrative costs. A preliminary plat shall be accompanied by a filing fee of two hundred dollars (\$200.00) per plat, plus ten dollars (\$10.00) per single family residential lot, plus one hundred fifty dollars (\$150.00) per acre and decimal fraction thereof for nonsingle family lots. No action by the planning commission shall be valid until the filing fee has been paid. This fee shall not be refunded should the subdivider fail to make formal application for final plat approval; or should the preliminary and/or final plat be disapproved.

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 upon publication.

READ, PASSED, AND APPROVED ON FIRST READING on this 7th Day of April, A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

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

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this ^h Day of ____ 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. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, SUPPLEMENTING CHAPTER 19, ARTICLE I, SECTION 19-22, OF THE CODE OF ORDINANCES TO ESTABLISH CHILD SAFETY ZONES AND RESIDENCY RESTRICTIONS REQUIRING REGISTERED SEX OFFENDERS WHOSE OFFENSES INVOLVED CHILDREN TO RESIDE AT LEAST 1,500 FEET FROM ANY LOCATION WHERE CHILDREN COMMONLY GATHER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass ("City") seeks to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City has the authority pursuant to its police powers as a home-rule municipal corporation to adopt and enforce ordinances and regulations to protect the health, safety, and welfare of the public; and

WHEREAS, the City Council finds that protecting children from sexual abuse and predatory behavior is a legitimate and compelling governmental interest; and

WHEREAS, pursuant to Chapter 62 of the Texas Code of Criminal Procedure, the Texas Legislature has established a system of registration for persons convicted of certain sexual offenses, including individuals convicted of sexual offenses against children; and

WHEREAS, persons required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure for offenses against children present a high risk of recidivism and a particular danger to children; and

WHEREAS, the City Council desires to reduce opportunities for contact between registered sex offenders and children by restricting where such offenders may reside in relation to areas where children commonly gather within City limits; and

WHEREAS, the City Council finds that establishing child safety zones around areas where children commonly gather will serve to protect children and promote the public safety and welfare; and

WHEREAS, the City Council finds that this ordinance is not intended to impose additional punishment on those required to register as sex offenders but to serve the civil and regulatory purposes of protecting children and preventing future victimization; and

WHEREAS, the City Council finds that establishing child safety zones around areas where children commonly gather will not completely prohibit registered sex offenders from residing within the City of Eagle Pass; and

WHEREAS, the City Council has considered the public testimony, Police Department recommendations, and relevant research regarding offender proximity and risk reduction; and

WHEREAS, the City Council has determined that the restrictions imposed by this ordinance are rationally related to legitimate public safety objectives and do not violate the constitutional rights of affected individuals; and

WHEREAS, the Eagle Pass City Council finds this ordinance to be reasonable and necessary to protect the health, safety, and welfare of the public.

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 19, Article I, by adding Section 19-22 is hereby supplemented as follows:

Sec. 19-22.- Sex Offender Residency Restrictions

a) Definitions.

For the purposes of this article, the following terms, words, and the derivations thereof shall have the meanings given herein:

- 1) Child safety zone means a premises where children commonly gather. The term includes a public or private school, public or private day-care facility, playground, public or private youth center, public swimming pool, video arcade facility, public park, or any other facility that regularly holds events primarily for children.
- 2) Minor means a person younger than 17 years of age. Permanent residence means a place where a person abides, lodges, or resides for 14

or more consecutive days.

3) *Playground* means any outdoor facility that is not on the premises of a school and that:

(1) Is intended for recreation;

(2) Is open to the public or is open to a neighborhood or multi-family residential property containing more than two families; and

(3) Contains at least one play station intended for the recreation of children, such as slides, swing sets, and teeterboards.

4) *Premises* means real property and all buildings and appurtenances pertaining to the real property.

5) *Registered sex offender* means an individual who is required to register as a sex offender under Vernon's Ann. Code of Criminal Procedure Art. 62.

6) *School* means a private or public elementary or secondary school or a day-care center, as defined by Vernon's Ann., Human Resources Code § 42.002.

7) *Temporary residence* means a place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, resides, or lodges for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

8) *Video arcade facility* means any facility that:

(1) Is open to the public, including persons who are 17 years of age or younger;

(2) Is intended primarily for entertainment or recreational purposes; and

(3) Contains at least three video machines.

9) *Youth center* means any recreational facility or gymnasium that:

(1) Is intended primarily for use by persons who are 17 years of age or younger; and

(2) Provides athletic, civic, or cultural activities.

b) Offense.

1) Generally.

(1) It is unlawful for a registered sex offender to establish a permanent or temporary residence within 1,500 feet of any child safety zone if the person is required to register because of a conviction involving a minor.

(2) A registered sex offender may not leave an exterior porch light or otherwise invite or entice trick-or-treaters to come to their residence on October 31st, or any other date set by the City for trick-or-treaters, between the hours of 4:00 p.m. and 11:00 p.m.

2) Evidentiary matters; measurements.

(1) It shall be prima facie evidence that this article applies to a person if that person's information appears on the central database maintained by the Texas Department of Public Safety as required by Vernon's Ann. C.C.P. art. 62.005.

(2) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the child safety zone.

(3) A map depicting the prohibited areas shall be maintained by the City. Said map will be available to the public for inspection at the City police department.

3) Culpable mental state not required. Neither allegation nor evidence of a culpable mental state is required for the offense defined under this section.

4) Affirmative defenses. It is an affirmative defense to prosecution that any of the following conditions apply:

(1) The registered sex offender entered into a residential lease, rental agreement, or purchase of a residence in a child safety zone prior to the date of the adoption of this article.

(2) The registered sex offender was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.

(3) The registered sex offender is a minor or a ward under guardianship.

(4) The child safety zone, as specified herein, within 1,500 feet of the permanent or temporary residence of the registered sex offender was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state.

(5) The registered sex offender maintains a permanent or temporary residence at a jail, prison, juvenile facility or other correctional institution or facility.

(6) The information on the sex offender registry database is incorrect, and, if corrected, this article would not apply to the person who was erroneously listed on the database.

5) Exemption hearing.

(1) A registered sex offender may petition the police chief or the police chief's designee, in writing, for an exemption from the requirements of this article.

(2) The police chief or the police chief's designee shall exempt a registered sex offender who established residency in a residence located within the specified distance of a child safety zone before the date this article is adopted. This exemption applies only to: a. Areas necessary for the registered sex offender to have access to and to live in the residence; and b. The period the registered sex offender maintains residency in the residence.

(3) The police chief or the police chief's designee may authorize an exemption from this article when, in their opinion, undue hardship will result from compliance or an individualized recidivist assessment indicates an exemption should be granted. In

granting an exemption, the police chief or the police chief's designee shall consider the probable effect the exemption will have upon the public health, safety, and welfare of the community.

c) Penalties.

Any person violating any provision of this article shall be fined not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs. An offense under this article is a class C misdemeanor.

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.

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

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS __DAY OF _____ 2026.**

**AARON VALDEZ
MAYOR**

ATTESTED:

ERIKA RODRIGUEZ
CITY SECRETARY

APPROVED AS TO FORM:

ANA SOPHIA GARCIA
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 7, ARTICLE II OF THE CODE OF ORDINANCES BY ADDING SECTION 7-22 TO REGULATE THE USE OF MOTOR-ASSISTED SCOOTERS, BICYCLES, AND SIMILAR DEVICES ON INTERNATIONAL BRIDGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass seeks to promote public safety on international bridges located within the city limits; and

WHEREAS, the Eagle Pass International Bridge No. 1 experiences a high volume of pedestrian traffic, increasing the risk of accidents involving motor-assisted scooters, bicycles, and similar devices; and

WHEREAS, the City Council finds that prohibiting the riding of such devices on Eagle Pass International Bridge No. 1 and requiring that they be walked will enhance pedestrian safety; and

WHEREAS, the City Council further finds that Camino Real International Bridge No. 2 can safely accommodate the use of scooters and bicycles when restricted to designated pedestrian sidewalks;

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 7, Article II, Subdivision 7-22** is hereby added as follows:

Sec. 7-22. Use of scooters, bicycles, and similar devices on international bridges.

(a) Eagle Pass International Bridge No. 1.

It shall be unlawful for any person to ride or operate a motor-assisted scooter, bicycle, or similar device on Eagle Pass International Bridge No. 1. Any person transporting such device across the bridge must dismount and walk the device at all times while on the bridge.

(b) Camino Real Bridge No. 2.

Motor-assisted scooters, bicycles, and similar devices may be operated on Camino Real International Bridge No. 2 only upon the designated sidewalk areas. Operation of such devices on vehicular travel lanes of the bridge is prohibited.

(c) Penalty.

A person who violates this section commits an offense punishable as provided in section 7-20 of this Code.

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.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS ___ DAY OF _____ 2026.**

**AARON VALDEZ
MAYOR**

ATTESTED:

**ERIKA RODRIGUEZ
CITY SECRETARY**

APPROVED AS TO FORM:

**ANA SOPHIA GARCIA
CITY ATTORNEY**

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ATTESTED:

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CITY SECRETARY**

APPROVED AS TO FORM:

**ANA SOPHIA GARCIA
CITY ATTORNEY**



Name: Homero Balderas, Ivan Morua, Placido Madera

Date: 4/22/2026

Signature: JEFFER RUJZ

Panel Member Grading Matrix

* RATE USING 1 POINT INCREMENTS PLEASE	Firms Listed in Alphabetical Order									
Evaluation Criteria	MAXIMUM RATING *	Ferox Strateguies, LLC	The Normandy Group							
Qualification and Experience	90	73	79							
Rates and Expenses	90	84	83							
Methodology and Technical Approach	75	62	63							
References	45	34	42							
TOTAL POINTS	300	253	267							
Member Recommendation:	The Normandy Group									
Highest Ranking Vendor is The Normandy Group.										

MEMORANDUM OF UNDERSTANDING – RIGHT OF WAY

This Memorandum of Understanding is entered into on this the __ day of January , 2026, between the City of Eagle Pass (“the City”) and Vero Broadband, LLC (“Vero Fiber”) for the purposes and consideration set forth herein.

WHEREAS, VERO Fiber has been granted a Texas state-issued Service Provider Certificate of Authority (“SPCOA”) by the Public Utility Commission; and

WHEREAS, Chapter 283 of the Texas Local Government Code allows VERO Fiber to install, construct, and maintain a high speed fiber optic network capable of high speed transmission of voice and data for residential and business customers (“the System”) within a municipality’s public right of way (“Public Rights-of-Way”), all as set forth in Chapter 283, as it may be amended from time to time; and

WHEREAS, the City reserves to itself the right and ability to exercise its police powers as allowed by applicable law and as it may be amended from time to time; and

WHEREAS, the City and VERO Fiber desire to memorialize the rights and responsibilities with respect to those police powers in this Memorandum of Understanding.

SECTION 1. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION:

- A. VERO Fiber shall lay, maintain, construct, operate, and replace its equipment and System to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In the event of a conflict between the location of the proposed facilities of VERO Fiber and the location of the existing City facilities or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve, in its sole discretion and in accordance with applicable law, the conflict and determine the location of the respective facilities within the Public Rights-of-Way. VERO Fiber or contractors working on behalf of VERO Fiber shall be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with VERO Fiber operations in Public Rights-of-Way in the same manner as other occupants of

the Public Rights-of-Way. City shall notify VERO Fiber as soon as reasonably practicable of any projects that will affect the VERO Fiber System located in the Public Rights-of-Way. When required by City to remove or relocate its System or other facilities lying within Public Rights-of-Way, VERO Fiber shall do so, at its sole expense, as soon as reasonably practical with respect to the scope of the proposed project. Except in times of emergency, VERO Fiber shall not be required to remove or relocate its facilities in less than forty-five (45) days from the time notice is given to VERO Fiber by the City.

- B. If the City requests VERO Fiber to remove or relocate its System and other facilities lying within Public Rights-of-Way to accommodate the construction, widening, realignment, or improvement of a highway, road, street, or to accommodate the construction, installation, maintenance, or repair of City sewers, drainage, water lines, streets, or utilities, VERO Fiber shall do so at its own expense. If the work is for the primary purpose of accommodating a private developer, such private developer may pay the expense.
- C. If the City abandons any Public Rights-of-Way in which VERO Fiber has facilities, VERO Fiber may, except to the extent prohibited by applicable law, have the right to maintain its use of the former Public Rights-of-Way.
- D. Open trenching and/or micro trenching on city streets is expressly prohibited unless prior, written authorization is provided by the City.
- E. All work performed by or on behalf of VERO Fiber shall be performed by licensed contractors. All such work shall be performed in accordance with all federal, state, and local laws and regulations.

SECTION 2. COMMUNICATION & COORDINATION

- A. Prior to construction, VERO Fiber shall provide notice to affected residents and businesses. The notice shall be in both English and Spanish and shall, at a minimum, include a door hanger, intersection signage, and/or any other approved notice.
- B. VERO Fiber and/or contractors working on behalf of VERO Fiber must attend regularly scheduled coordination meetings with City staff to discuss project updates and planning.

SECTION 3. LINE LOCATES & PERMITS

- A. VERO Fiber shall apply for and obtain any necessary construction permits from the City. The City shall promptly process each valid and administratively complete permit application by VERO Fiber and shall make every reasonable effort not to delay or unduly burden VERO Fiber in the timely conduct of its business.
- B. After obtaining permits, VERO Fiber shall submit line locate request via Texas 811 and by emailing City's Public Works and Water Works. Line locates must be submitted only for the specific service area(s) where work is scheduled to take place within the current two-week period and within 48-hour notice. VERO Fiber, nor contractors working on behalf of VERO Fiber, shall commence construction before line locates are complete.

SECTION 4. REPAIRS & RESTORATION

- A. During the course of work, VERO Fiber or contractors working on behalf of VERO Fiber shall notify the City immediately if water, wastewater, or a main gas line is damaged. If deemed at fault, VERO Fiber or contractors working on behalf of VERO Fiber shall be financially responsible for the repair. VERO Fiber shall obtain a licensed contractor at its own expense, to perform the repairs within a reasonably timely manner. All repairs will be completed to the standards set forth in the City of Eagle Pass Construction Specifications Manual or the specifications set forth by the agency having jurisdiction over the affected utility.
- B. After construction or maintenance in the Public Right-of-Way is complete, VERO Fiber, at its own expense, shall restore or repair the Public Rights-of-Way to the same or better condition than existed before the construction or maintenance. Such restoration shall include repairs to pavement, sub-base, sidewalks, landscaping, sod, etc in compliance with the standards set forth in the City of Eagle Pass Construction Specifications Manual. If any section of a sidewalk panel is disturbed or damaged, the entire panel shall be replaced. If VERO Fiber fails to commence and diligently pursue

restoration of any damage within a reasonable time after notice, the City may perform or cause the repairs to be made and recover all associated costs from VERO Fiber, and pause any further permit reviews until all repairs are completed.

SECTION 5. INDEMNITY & INSURANCE:

- A. VERO Fiber and any contractors performing work for it shall also obtain and maintain liability insurance Rights-of-Way coverages in standard, reasonable amounts to insure against the risks that may be encountered in connection with performing such work, including but not limited to general liability, automobile and worker's compensation coverages. All such policies shall name the City as an additional insured and VERO Fiber shall provide the City with proof of such additional insured status. VERO Fiber shall ensure that all subcontractors comply with the same insurance requirements.
- B. In the event of injury to any person or damage to any property by reason of VERO Fiber including its contractors' construction, operation, maintenance, or replacement of VERO Fiber's System within Public Rights-of-Way, VERO Fiber shall indemnify, defend and hold harmless City from any and all liability in connection therewith. VERO Fiber shall also obtain and maintain insurance with a reputable company in order to insure its indemnity obligations. VERO Fiber shall promptly notify the City in writing of any known claim or demand against VERO Fiber, or the City arising out of or related to VERO Fiber's activities in the Public Right-of-Way.

SECTION 6. LOCAL & STATE LAWS: VERO Fiber shall also comply with all other requirements imposed on it by applicable state and local laws.

SECTION 7. MISCELLANEOUS

- A. **Personnel.** All of the services required hereunder will be performed by VERO Fiber or under VERO Fiber's supervision, and all personnel engaged in the work shall be qualified to perform such services.
- B. **Assignability.** The parties hereby agree that VERO Fiber may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
- C. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- D. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Maverick County, Texas.
- E. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
- F. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

G. **Confidentiality and Open Records.**

- a. VERO Fiber's employees shall not reveal or otherwise disclose to any person, other than the CITY, any information provided to, developed by, prepared by, or assembled by VERO Fiber under this Contract without the prior written approval from the CITY.
- b. VERO Fiber must secure the confidentiality of information to which VERO Fiber may have access to prevent the theft or inadvertent disclosure of confidential information. This provision shall not be construed as limiting the VERO Fiber's right of access to information under this Contract.
- c. VERO Fiber understands the CITY is bound by the provisions of the Texas Public Information Act and Attorney General Opinions issued under the statute.
- d. Within three (3) days of receipt, VERO Fiber will refer to the CITY any third-party requests for public information related to the CITY, received directly by VERO Fiber, for information to which VERO Fiber has access as a result of or in the course of its performance under this Contract.
- e. The confidentiality requirements pertaining to this Contract survive the cancellation, termination, or expiration of this Contract.

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

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

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

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

To the Contractor:
VERO Broadband, LLC
1023 Walnut Street
Boulder, CO 80302

Signed on this the ____ day January , 2026.

Vero Broadband, LLC

By: _____
XXX, CEO

CITY OF EAGLE PASS

By: _____
Homero Balderas, City Manager

Attested:

Erika Rodriguez
City Secretary

Approved as to form:

Ana Sophia Garcia
City Attorney

Communications Site Lease Agreement

This Communications Site Lease Agreement (the “**Agreement**”) is made and entered into as of the _____ day of _____, 2026, (the “**Effective Date**”) by and between The City of Eagle Pass, a Texas municipality, (“**Lessor**”), and Vero Broadband, LLC, a Colorado limited liability company and its affiliates (“**Lessee**”). Each of Lessor and Lessee may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS Lessor owns real property located at 1100 Edison Rd, Eagle Pass, TX, 78852 consisting of approximately 10.6760 acres of Land (the “**Property**”) as more particularly described in Exhibit A; and

WHEREAS Lessee is a provider of broadband services and desires to provide those services to the Eagle Pass community; and

WHEREAS Lessee desires to lease from Lessor a certain portion of real property subject to the terms and conditions herein to facilitate Lessee’s providing broadband service to the Eagle Pass community.

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

1. Agreement to Lease. Lessor hereby grants to Lessee, according to the terms and conditions set forth herein, a lease in approximately 500 square feet of land on the Property, together with conduit pathways from the public right of way, across the Property, to Lessee’s telecommunications and broadband equipment (collectively, the “**Site**”), as more particularly described in Exhibit B.

2. Purpose. The Site may be used and occupied exclusively by Lessee for the installation, operation, maintenance and replacement of an equipment cabinet and all related support equipment, conduit, fiber optic cables, connections, and all appurtenant fixtures (collectively, the “**Facility**”) to provide broadband internet and telecommunications transmission (the “**Permitted Use**”): The Facility shall be the exclusive property of Lessee. Nothing herein shall give Lessee the right to use the Site for any other purpose without the prior written consent of Lessor, which consent shall not be unreasonably conditioned, delayed, or withheld.

3. Term. This Agreement will be for a term (the “**Term**”) beginning on the Effective Date and continuing for fifteen (15) years thereafter, unless otherwise earlier terminated as provided herein. Lessor will deliver non-exclusive and lawful possession of the Site to Lessee on the Effective Date for Lessee to commence constructing Lessee’s Facility. The Parties may elect to extend the Term of this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Commencing on the Effective Date, Lessee will pay Lessor monthly rent for the Site in advance of eight hundred and No/100 (\$800) per month (“**Rent**”). Lessee shall pay Lessor the first month’s

Rent prorated to cover only the remainder of the then current calendar month. Thereafter during the Term, Rent will be due and payable on the first of each month. Rent paid after the thirtieth day of each month will be deemed as late; and if rent is not paid within ten (10) days after such late payment date, Lessee agrees to pay a late charge of ten percent (10%) of the balance due. The monthly Rent shall escalate by three percent (3%) at the end of every year while this Agreement is in effect.

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

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

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

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

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

10. Improvements and Alterations.

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

10.2 From time to time Lessee may make reasonable improvements, alterations, additions, or other changes to the Site without the written approval of the Lessor. Lessee agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. Subject to the abandonment provisions of Section 6, all improvements, alterations, additions, or other changes to the Site shall remain the property of Lessee upon the termination of this Agreement.

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

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

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

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

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

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

17. Indemnification. Lessee, on behalf of itself and its affiliates ("**Indemnitor**") hereby agrees to indemnify, defend, protect, and hold harmless the City of Eagle Pass and its affiliates ("**Indemnitee**"), from and against, and assumes liability for all claims, suits, actions, damages, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "**Claims**") which in whole or in part arise out of or result from (a) the grossly negligent or willful acts, omissions, or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement; (b)

any breach of a representation, warranty, covenant or agreement made or to be performed by the Indemnitor in this Agreement, (c) any act or failure to act by the Indemnitor in regard to the performance of this Agreement, or (d) the violation of any law, regulation, rules, tariffs, dockets, ordinances, orders or guidelines, or other regulatory requirements applicable to this Agreement by the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement. The Indemnitor's indemnification obligations hereunder shall not be applicable to any Claims arising from the Indemnitee's gross negligence, intentional acts, omissions, willful misconduct, or the Indemnitee's violation of any law or regulation.

18. Limitation of Liability.

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

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

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

19. Default.

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

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

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

default shall exist if the cure is commenced within the thirty (30) day period and is thereafter diligently pursued until completion.

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

19.2 Remedies Upon Default.

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

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

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

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

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

22. Insurance.

22.1 Insurance Requirements.

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

22.2 Evidence of Insurance.

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

22.3 Policy Requirements.

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

22.4 No Limitation of Liability.

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

22.5 Remedies.

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

22.6 Survival.

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

23. Casualty.

23.1 Termination Rights.

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

23.2 Repair Obligations.

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

23.3 Rent Abatement.

In the event the Site is rendered unusable for its intended purpose due to casualty, rent shall be abated on a proportionate basis only for the period during which the Site is actually unusable, as reasonably determined by Lessor.

23.4 Insurance Proceeds.

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

23.5 No Liability.

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

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

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

If to the Lessor:

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

If to the Lessee:

Vero Broadband, LLC
1023 Walnut Street
Boulder, CO 80302
Attention: Chief Operating Officer

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

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

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

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

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

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

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

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

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

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

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

34. Governing Law. This Agreement shall be governed by, enforced, and construed in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Texas, without

regard to choice of law principles. Venue for any legal action relating to this Agreement shall be the State Court in and for the County of Maverick, Texas.

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

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

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

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

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

LESSOR

LESSEE

City of Eagle Pass

Vero Broadband, LLC

Signature

Signature

Homero Balderas

Print Name

Print Name

City Manager

Title

Title

Date

Date

Exhibit A Property Description

Parcel ID: 3660; Owner: City of Eagle Pass; 10.6760 Acres

Legal Description: Eagle Pass Public Works, Lot 1, (Service Center)

Commonly referred to as: 1100 Edison Rd, Eagle Pass, TX 78852

Shown on map below:



Exhibit B Site Description

An approximately 20' x 25' area (500 square feet) located along the Northern boundary of the Property, featuring a proposed 20' x 11.5' concrete pad. The pad is designed to accommodate a telecommunications shelter measuring 9'H x 20'W x 11.5'D, along with a backup generator and associated HVAC equipment. A 250-gallon propane tank will be installed if connection to natural gas is not feasible or cannot be completed at a reasonable cost.

The Lessee shall construct two (2) fiber laterals to the site from the Right of Way in the alley (represented by orange lines in the drawing below). These laterals shall be considered part of the Site.

The laterals will be installed via underground conduit at a depth of 36 inches. The conduits will enter the ground beneath the cable vaults and surface inside the telecommunications cabinet.



Typical Site Layout shown below, subject to specific requirements for service delivery by market:

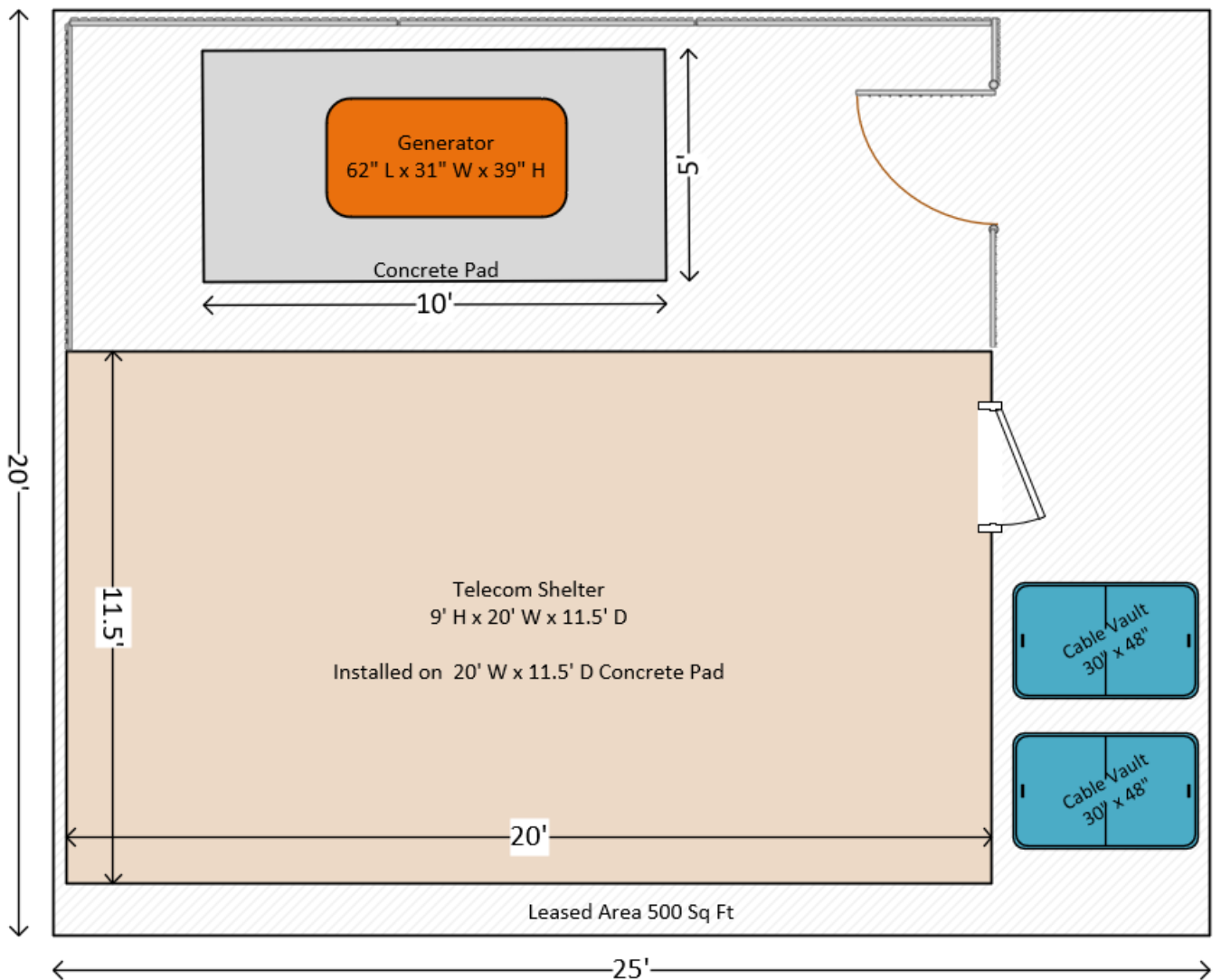


Exhibit C
Lessee Facilities

Lessee shall construct a chain-link fence around the perimeter of the Site. Fence will consist of seven (7) foot tall chain-link fence with six (6) foot wide double gate, two three (3) foot sections.

Lessee shall construct two (2) diverse entrances of fiber optic cable from the public right of way into the Site. Laterals are installed via underground conduit at a depth of 36", conduits enter the ground beneath the cable vaults and surface inside the telecommunications cabinet.

Lessee shall bring all necessary utilities into the Site for provision of services, including electric, gas, and telecommunications if necessary.