



CITY OF EAGLE PASS
AGENDA
CITY COUNCIL REGULAR MEETING
Council Chambers, City Hall
100 S. Monroe Street, Eagle Pass,
Maverick County, Texas
Tuesday, June 2, 2026 at 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF REVERENCE

ANNOUNCEMENTS

CITIZENS COMMUNICATIONS AND RECOGNITIONS

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

CONSENT AGENDA ITEMS

3. Approval of minutes for May 5 and May 19, 2026.
4. Second reading of an ordinance of the City of Eagle Pass, Texas amending Chapter 5, Article III, Section 5-32, of the Code of Ordinances to include North Ridge Subdivision, Block 1, Lot 1 (2427 Del Rio Blvd) within the areas in which the sale of alcoholic beverages for consumption on the premises is permitted.
5. Second reading of an ordinance of the City of Eagle Pass, Texas amending Chapter 5, Article III, Section 5-32, of the Code of Ordinances to include Vista Hermosa Commercial Subd, Block 1, Lot 2, Acres 1.3 (2093 N. Veterans Blvd) within the areas in which the sale of alcoholic beverages for consumption on the premises is permitted.
6. Second reading of an ordinance of the City of Eagle Pass, Texas amending Chapter 5, Article III, Section 5-32, of the Code of Ordinances to include Quirk Subdivision Unit #1, Lot 1 (4377 FM 1021) within the areas in which the sale of alcoholic beverages for consumption on the premises is permitted.
7. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 16, Article 31, section 16-31 of the Code of Ordinances regarding junked vehicles, by amending the definition of junked vehicle to align with the Texas Transportation Code Chapter 683.

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

ORDINANCE(S)

9. Introductory ordinance of the City of Eagle Pass, Texas, supplementing Chapter 16, Article I, Section(s) 16-6, 16-11(j), of the Code Of Ordinances to align the City of Eagle Pass Code of Ordinances with HB 2844, which transfers regulatory authority over mobile food units (MFUS) to the Texas Department of State Health Services (DSHS). the ordinance removes city permitting authority except where local regulation remains authorized (zoning, fire safety, public safety, noise, waste disposal, and special events); providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

OTHER BUSINESS

10. Presentation and possible action of a partnership with Choose Clinical Group for a Veterans Clinical Facility.
11. Consideration and possible approval of an agreement between Eagle Pass Health Coalition and The Support Hub for the use of the Loma De La Cruz Center.
12. Presentation and possible action to initiate the process for adoption of the 2021 International Code Council (ICC) Codes, replacing the current 2018 ICC Codes, and adoption of the 2020 National Electrical Code (NEC), replacing the current 2017 NEC.
13. Consideration and possible action on the State Infrastructure Bank (SIB) terms and conditions.
14. Consideration and possible approval to enter into an Equipment Lease-Purchase Agreement #25894 for AXS Dispatch Consoles with Motorola Solutions for Eagle Pass Police Department and Fire Department on an amount not to exceed \$656,117.85.

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.

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

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 27th day of May 2026, at 5:35 p.m., which is more than three (3) business days prior to the meeting on the 2nd day of June 2026.

Erika Rodriguez
City Secretary

ORDINANCE NO. 2026-

**AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS
AMENDING CHAPTER 5, ARTICLE III, SECTION 5-32, OF
THE CODE OF ORDINANCES TO INCLUDE NORTH
RIDGE SUBDIVISION, BLOCK 1, LOT 1 (2427 DEL RIO
BLVD), WITHIN THE AREAS IN WHICH THE SALE OF
ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE
PREMISES IS PERMITTED; FINDING THAT THE
MEETING AT WHICH THIS ORDINANCE IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
PROVIDING A SEVERABILITY CLAUSE; AND
ESTABLISHING AN EFFECTIVE DATE**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
EAGLE PASS, TEXAS, as follows:**

SECTION 1. Section 5-32, Article III, Chapter 5 of the Code of Ordinances of the City of Eagle Pass, Texas, is hereby amended by adding at the end of the description, therein contained, of the areas in which alcoholic beverages may be sold, given, or dispensed, or delivered for consumption on the premises, the following language to-wit:

“North Ridge Subdivision, Block 1, Lot 1 (2427 Del Rio Blvd)”

SECTION 2. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable, and all other parts of this Ordinance shall not be affected thereby, and they shall remain in full force and effect.

SECTION 3. This Ordinance shall be in full force and effect from and after its final passage in accordance with the City Charter of the City of Eagle Pass.

**READ, PASSED, AND APPROVED ON FIRST READING, on this 19th Day of May A.D.,
2026.**

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this 2nd Day of June A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

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

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

ORDINANCE NO. 2026-

**AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS
AMENDING CHAPTER 5, ARTICLE III, SECTION 5-32, OF
THE CODE OF ORDINANCES TO INCLUDE VISTA
HERMOSA COMMERCIAL SUBD, BLOCK 1, LOT 2,
ACRES 1.3 (2093 N. VETERANS BLVD, WITHIN THE
AREAS IN WHICH THE SALE OF ALCOHOLIC
BEVERAGES FOR CONSUMPTION ON THE PREMISES IS
PERMITTED; FINDING THAT THE MEETING AT WHICH
THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; PROVIDING A SEVERABILITY
CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
EAGLE PASS, TEXAS, as follows:**

SECTION 1. Section 5-32, Article III, Chapter 5 of the Code of Ordinances of the City of Eagle Pass, Texas, is hereby amended by adding at the end of the description, therein contained, of the areas in which alcoholic beverages may be sold, given, or dispensed, or delivered for consumption on the premises, the following language to-wit:

“Vista Hermosa Commercial Subd, Block 1, Lot 2, Acres 1.3 (2093 N. Veterans Blvd”

SECTION 2. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable, and all other parts of this Ordinance shall not be affected thereby, and they shall remain in full force and effect.

SECTION 3. This Ordinance shall be in full force and effect from and after its final passage in accordance with the City Charter of the City of Eagle Pass.

**READ, PASSED, AND APPROVED ON FIRST READING, on this 19th Day of May A.D.,
2026.**

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

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

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

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

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia

City Attorney

ORDINANCE NO. 2026-

**AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS
AMENDING CHAPTER 5, ARTICLE III, SECTION 5-32, OF
THE CODE OF ORDINANCES TO INCLUDE QUIRK
SUBDIVISION UNIT #1, LOT 1 (4377 FM 1021) WITHIN
THE AREAS IN WHICH THE SALE OF ALCOHOLIC
BEVERAGES FOR CONSUMPTION ON THE PREMISES
IS PERMITTED; FINDING THAT THE MEETING AT
WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE
PUBLIC AS REQUIRED BY LAW; PROVIDING A
SEVERABILITY CLAUSE; AND ESTABLISHING AN
EFFECTIVE DATE**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
EAGLE PASS, TEXAS, as follows:**

SECTION 1. Section 5-32, Article III, Chapter 5 of the Code of Ordinances of the City of Eagle Pass, Texas, is hereby amended by adding at the end of the description, therein contained, of the areas in which alcoholic beverages may be sold, given, or dispensed, or delivered for consumption on the premises, the following language to-wit:

“Quirk Subdivision Unit #1, Lot 1 (4377 FM 1021)”

SECTION 2. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable, and all other parts of this Ordinance shall not be affected thereby, and they shall remain in full force and effect.

SECTION 3. This Ordinance shall be in full force and effect from and after its final passage in accordance with the City Charter of the City of Eagle Pass.

**READ, PASSED, AND APPROVED ON FIRST READING, on this 19th Day of May A.D.,
2026.**

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this 2nd Day of June A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

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

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 16, ARTICLE 31, SECTION 16-31 OF THE CODE OF ORDINANCES REGARDING JUNKED VEHICLES, BY AMENDING THE DEFINITION OF JUNKED VEHICLE TO ALIGN WITH THE TEXAS TRANSPORTATION CODE CHAPTER 683; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass (“City”) finds that junked vehicles constitute a public nuisance and desires to regulate and abate such vehicles in accordance with Chapter 683 of the Texas Transportation Code; and

WHEREAS, the City Council desires to amend Chapter 16, Article 31 of the Code of Ordinances to align the City’s definition of “junked vehicle” with Texas Transportation Code Section 683.071(a) and (b)(1), including vehicles that are self-propelled, wrecked, dismantled, partially dismantled, discarded, or inoperable, and which display an expired license plate or do not display a license plate.

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 16, Article 31, by amending Section 16-31 is hereby supplemented as follows:

Sec. 16-31. - Junked vehicle to be a public nuisance.

"Junked vehicle" shall mean every self-propelled mechanical device, in, upon or by which any person or property is or may be transported or drawn upon a public highway, including motor vehicles, commercial motor vehicles, truck-tractors, trailers and semitrailers, but excepting devices moved by human power or used exclusively upon stationary rails or tracks, and which:

(1) Does not have lawfully attached to it:

- a. An unexpired license plate; or
- b. A valid motor vehicle inspection certificate; and ~~or~~

(2)

Is:

- a. Wrecked, dismantled or partially dismantled, or discarded; and
- b. Inoperable and has remained inoperable for more than:
 - 1. Forty-eight (48) consecutive hours, if the vehicle is on public property; or
 - 2. Thirty (30) consecutive days, if the vehicle is on private property and is visible from public property or right-of-way.

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 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, 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.**
- 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, SUPPLEMENTING CHAPTER 16, ARTICLE I, SECTION(S) 16-6, 16-11(j), OF THE CODE OF ORDINANCES TO ALIGN THE CITY OF EAGLE PASS CODE OF ORDINANCES WITH HB 2844, WHICH TRANSFERS REGULATORY AUTHORITY OVER MOBILE FOOD UNITS (MFUS) TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS). THE ORDINANCE REMOVES CITY PERMITTING AUTHORITY EXCEPT WHERE LOCAL REGULATION REMAINS AUTHORIZED (ZONING, FIRE SAFETY, PUBLIC SAFETY, NOISE, WASTE DISPOSAL, AND SPECIAL EVENTS); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass is authorized to adopt ordinances to protect the public health, safety, and welfare; and

WHEREAS, the Texas Legislature enacted House Bill 2844, codified in Chapter 437B of the Texas Health and Safety Code, transferring primary regulatory authority over Mobile Food Units to the Texas Department of State Health Services (“DSHS”); and

WHEREAS, effective July 1, 2026, municipalities are prohibited from issuing local health permits or conducting food-safety inspections for Mobile Food Units except as otherwise authorized by state law; and

WHEREAS, municipalities retain authority to regulate Mobile Food Units with respect to zoning, fire safety, public safety, noise, waste disposal, and special events; and

WHEREAS, the City Council finds it necessary to amend Chapter 16 of the Code of Ordinances to align the City’s regulations with House Bill 2844 and clarify the City’s remaining regulatory authority over Mobile Food Units.

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 16, Article I, Section 16-6**, is hereby amended as follows:

Sec. 16-6. - Definitions.

Authorized agent or employee shall mean an employee(s) of the City of Eagle Pass authorized to administer the provisions of this article.

Food establishment shall mean an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption as follows:

- (a) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, vending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (b) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers;
- (c) ~~[Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises; and regardless of whether there is a charge for the food; and]~~
Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location, unless the vending or feeding location is separately permitted by the regulatory authority, and an operation conducted in a stationary, temporary, or permanent facility or location where consumption is on or off the premises, regardless of whether there is a charge for the food. This definition excludes mobile food vendors licensed and regulated by the Texas Department of State Health Services pursuant to Texas Health and Safety Code Chapter 437B; and
- (d) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature control for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, or a private home that receives catered or home-delivered food.

HACCP plan is a written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point principles developed by The National Advisory Committee on Microbiological Criteria for Food.

~~[Mobile Food Unit (MFU) is a food establishment with a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.]~~

Mobile Food Unit (MFU) means a vehicle-mounted or otherwise movable food service operation regulated by the Texas Department of State Health Services pursuant to Texas Health and Safety Code Chapter 437B. The City of Eagle Pass may regulate matters related to zoning, fire safety, public safety, noise, waste disposal, and special event operations as authorized by law.

Municipality shall mean the City of Eagle Pass.

Public health inspector shall mean the individual employed by the City of Eagle Pass to perform the activities set forth herein and the state rules, which will generally be a registered professional sanitarian in Texas.

~~[Regulatory authority shall mean the City of Eagle Pass, Texas and any employee so designated by the city manager to administer the provisions of this chapter.]~~

Regulatory authority shall mean the City of Eagle Pass for food establishments under municipal jurisdiction, excluding mobile food vendors regulated by the Texas Department of State Health Services pursuant to Chapter 437B.

~~[Roadside food vendor is a food establishment where a person operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. A roadside food vendor is classified as a mobile food unit.]~~

Roadside food vendor means a mobile vendor operating adjacent to a roadway and subject to state regulation under Chapter 437B and applicable municipal public safety requirements.

State rules shall mean the regulations set forth in 25 TAC, Chapter 228 as may be amended.

Temporary food establishment is a food establishment that operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration.

Section 2. The City of Eagle Pass Code of Ordinances, **Chapter 16, Article I, Section 16-11(j)**, is hereby amended as follows:

Sec. 16-11. - Prohibited conduct for mobile/temporary food vendors.

- (j) ~~[Operate without a permit issued under this article.]~~ **Operate without a valid license, registration, or authorization required by the Texas Department of State Health Services pursuant to Texas Health and Safety Code Chapter 437B, when applicable, or without any municipal authorization otherwise required by law.**

Section 3. 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 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section

Section 4. This Ordinance shall become effective July 1, 2026.

**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**



5/19/26

City of Eagle Pass
100 S Monroe
Eagle Pass TX 75894

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25894 are valid for contracts that are executed and returned to Motorola on or before June 15, 2026. After 6/15/26, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address 100 S Monroe
Eagle Pass, TX 78852
E-mail Address: fcastillo@eaglepasstx.gov
Attention: Mr. Felix Castillo
Phone: 830-773-1111 ext 2025
2. Lessee County Location: Maverick County
3. Federal Tax I.D. Number 74-6000698
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____
7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25894

LESSEE:

City of Eagle Pass
100 S Monroe
Eagle Pass TX 25894

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination

of this Lease by Lessee pursuant to Section 5 hereof or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident

involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and

expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 15th day of June , 2026.

LESSEE:

City of Eagle Pass

By: _____

Printed Name: _____

Title: _____

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Printed Name: Uygur Gazioglu

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of City of Eagle Pass, an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25894**, between City of Eagle Pass and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate this _____ day of June , 2026.

By: _____

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25894 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Eagle Pass

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25894
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25894** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Eagle Pass("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: 6/15/2026

First Payment Due Date: 6/15/2027

3 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25894** to that Equipment Lease Purchase Agreement number **25894** will be maintained by the City of Eagle Pass as stated in the Equipment Lease Purchase Agreement.

Please complete the following

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of **local** insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25894** , City of Eagle Pass, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25894 to that Equipment Lease Purchase Agreement number 25894 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25894 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Eagle Pass**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

1. The equipment consists of AXS Dispatch Consoles which serve as the primary communication interface for the City's public safety dispatch center. It allows dispatchers to manage, monitor, and coordinate radio communications between the dispatch center and field units, including Police, Fire, and EMS.

2. This equipment is critical for the delivery of core public safety services. Reliable dispatch communication is the backbone of emergency response; it ensures that first responders can be deployed efficiently and maintains a life-safety link for both the citizens and the officers in the

3. Yes. This equipment replaces the existing MIP 5000 dispatch consoles. Reason for replacement: The MIP 5000 units have reached End-of-Life (EOL) status. They are no longer supported by the manufacturer, replacement parts are increasingly difficult to source, and the risk of system failure has become unacceptably high for an essential emergency service.

4. Yes. The upgrade avoids the escalating costs of maintaining obsolete and unsupported hardware. Furthermore, the transition to the AXS platform ensures compatibility with modern P25 standards and provides a more resilient, scalable architecture, reducing the long-term total cost of ownership compared to the high risk and expense of emergency repairs on an outdated system.

5.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25894 Lease Schedule A No. : 25894

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25894. See Schedule A for a detailed Equipment List.

LESSEE: City of Eagle Pass

By: _____

Date: _____

Execute when the equipment is received, sign and scan to bill.stancik@motorolasolutions.com

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the City of Eagle Pass Lease No. 25894) held on **June _____, 2026** the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Eagle Pass(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. October 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name City of Eagle Pass		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 100 S Monroe	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Eagle Pass TX 25894		7 Date of issue 6/15/26
8 Name of issue Equipment Lease-Purchase Agreement 25894		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	656,117.85
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a ☐		
b If bonds are BANs, check only box 19b ☐		
20 If bonds are in the form of a lease or installment sale, check box ☒ X		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	6/15/29	656,117.85	n/a	3 years	5.31 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) NA

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 allocated to reasonably required reserve or replacement fund	26	
27 used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Page **2****Part VI** Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative

Date

Title

Paid Preparer Signature

COUNCIL COMMUNICATION

MEETING DATE: 06/02/2026	SUBJECT OF DELIBERATION: Consideration and approval to sign Equipment Lease-Purchase Agreement #25894 with Motorola Solutions for Eagle Pass Police Department and Fire Department.
REQUESTED BY: Amy Gonzalez Chief of Police	DEPARTMENT SOURCE: Eagle Pass Police Department Eagle Pass Fire Department
BACKGROUND/PREVIOUS ACTION: The equipment consists of AXS Dispatch Consoles which serve as the primary communication interface for the City's public safety dispatch center. It allows dispatchers to manage, monitor, and coordinate radio communications between the dispatch center and field units, including Police, Fire, and EMS. Our current system is 20 years old, outdated, and in necessary need of replacement. It must be upgraded immediately/	
COST: \$656,117.85	BUDGETED or FUNDING SOURCE: None
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approval	
FINANCE DIRECTOR'S COMMENTS: Approval	
CITY MANAGER'S COMMENTS:	
LEGAL COUNSEL COMMENTS:	
ATTACHMENTS: Motorola Solution Municipal Lease agreement	
SUGGESTED MOTION: To be approve	