

RECEIVED
By City Clerk's Office at 4:59 pm, Mar 30, 2026

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Non-Binding Memorandum of Understanding (MOU) by and between **CITY OF EL PASO** (City), the **COUNTY OF EL PASO** (County), and the **DOWNTOWN DECK PLAZA FOUNDATION** (DDPF) in support of an opportunity to incorporate structural elements and future-proofing infrastructure to support a deck plaza (Downtown Deck Plaza) over a portion of the Texas Department of Transportation Downtown 10 project.

APPROVED this 14 day of April, 2026

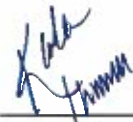
CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Karla Nieman
City Attorney

APPROVED AS TO CONTENT:


Ian Voglewede, Director
Strategic & Legislative Affairs

NON-BINDING MEMORANDUM OF UNDERSTANDING

Interstate Highway 10 Downtown Deck Plaza Project

This Memorandum of Understanding ("MOU") is entered into as of April 14, 2026, by and among the **City of El Paso** ("City"), the **County of El Paso** ("County"), and the **Downtown Deck Plaza Foundation** ("DDPF") (collectively, the "Parties").

RECITALS

WHEREAS, the Texas Department of Transportation ("TxDOT") is undertaking the reconstruction of Interstate Highway 10 through downtown El Paso ("Downtown 10"); and

WHEREAS, an opportunity exists to incorporate structural elements and future-proofing infrastructure to support a deck plaza over a portion of Downtown 10 between Kansas Street and Santa Fe Street (the "Project"); and

WHEREAS, the City Council authorized a feasibility study evaluating design concepts, costs, operating assumptions, and funding strategies for the Project (the "Feasibility Study"), incorporated by reference and made a part hereof for all purposes; and

WHEREAS, incorporation of deck-supporting structural elements ("Future-proofing") into the Downtown 10 project requires execution of one or more Advanced Funding Agreements ("AFAs") with TxDOT within TxDOT's project schedule; and

WHEREAS, the City has agreed to serve as the Deck Sponsor for AFAs associated with the Project, subject to City Council approval and a cap on City financial participation; and

WHEREAS, the Commissioners Court of the County of El Paso has committed funds towards the Project and will participate in oversight and coordination of design and construction activities; and

WHEREAS, the Feasibility Study has identified significant operating and maintenance costs for the Project which would be borne by the City; and

WHEREAS, DDPF has agreed to lead private fundraising, serve as a co-design leader for the deck amenities, and act as the long-term operator of the Deck Plaza amenities, and such costs, subject to performance standards aligned with the Feasibility Study; and

WHEREAS, the County Commissioners Court and City Council find that the expenditure of their respective public funds for the development and design of the Project will serve the public purpose of promoting the health and welfare of their residents through the creation of the downtown park; and

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties adopt the above recitals and agree as follows:

1. PURPOSE AND NATURE OF AGREEMENT

1.1 Adoption of Recitals

The above-stated recitals are incorporated herein by reference, are hereby made part of this MOU, and shall be as effective as if repeated verbatim.

1.2 Purpose

This MOU establishes a collaborative framework for coordination related to planning, design, funding, future-proofing, development, and operation of the Downtown Deck Plaza, which includes both the development of a 6.5 acre deck plaza and park extending from Kansas Street to Santa Fe Street over Interstate 10 and a 1.7 acre TxDOT right of way for potential mixed-use, mixed-income housing development.

1.2 Non-Binding Effect

This MOU does not create a binding obligation to fund, construct, operate, or maintain the Project. All binding commitments shall be set forth in separate, definitive agreements approved by the applicable governing bodies.

2. PROJECT PHASING

The Project is anticipated to occur in multiple phases, including:

- a. Design and future-proofing of structural elements; this term as used in this MOU means all engineering, construction, and structural enhancements to the Interstate 10 project required to physically support a deck plaza over I-10 now or in the future. Future proofing includes but is not limited to widened and deepened drilled shaft walls, center columns and/or walls, and physical accommodations for tunnel related life safety systems.
- b. Construction of deck cap infrastructure.
- c. Subsequent construction and operation of deck amenities and public spaces.

Progression beyond future-proofing is contingent upon secured funding, required approvals, and execution of definitive agreements.

3. ROLES AND RESPONSIBILITIES

3.1 City of El Paso

The City shall:

- Coordinate with TxDOT and the MPO regarding design and future-proofing activities; and,
- Execute AFAs with TxDOT, subject to City Council approval; and,

- Serve as owner of the deck plaza through agreements with TxDOT; and,
- Retain responsibility for transportation tunnel infrastructure and life-safety systems, subject to separate maintenance agreements; and,
- Enter into definitive development, use, and operator agreements to delegate responsibility for construction and operation of deck amenities; and,
- Consider financial participation in future phases, including maintenance, subject to approval of City Council.

The City's total financial participation shall be capped, subject to City Council approval, and contingent upon annual appropriation.

3.2 County of El Paso (County)

The County shall:

- Participate as a co-design leader for deck amenities and public realm elements; and,
- Participate in planning, coordination, and design-related funding considerations; and,
- Consider financial participation in future phases, including maintenance, subject to approval of the County Commissioners Court.

The County's total financial participation shall be capped, subject to County Commissioners Court approval, and contingent upon annual appropriation.

3.3 Downtown Deck Plaza Foundation (DDPF)

DDPF shall:

- Lead private fundraising for deck amenities, naming, and long-term operations; and,
- Participate as a co-design leader for deck amenities and public realm elements; and,
- Coordinate and, where applicable, fund amenity-level design services; and,
- Serve as the Operator of the Deck Plaza amenities, subject to execution of separate maintenance agreements; and,
- Consider financial participation in future phases, including maintenance, subject to approval of the DDPF Board of Directors.

4. CO-DESIGN LEADERSHIP AND DESIGN GOVERNANCE

4.1 Co-Design Leadership

The City, County, and DDPF shall serve as Co-Design Leaders for the Deck Plaza amenities and public realm elements, subject to TxDOT requirements and approvals. Co-design leadership applies only to non-transportation features and does not extend to TxDOT-controlled roadway, tunnel, or life-safety infrastructure, except for coordination and compatibility.

4.2 City Design Role

In its role as Co-Design Leader, the City shall:

- Ensure design compliance with TxDOT standards, AFAs, City codes, ADA, and life-safety requirements; and,
- Serve as the primary liaison with TxDOT for design coordination; and,
- Retain final approval authority over design elements that materially affect structural integrity, public safety, emergency access, or long-term public maintenance exposure.

City participation in design review shall not be construed as a commitment to fund construction or operations.

4.3 County Design Role

In its role as Co-Design Leader, the County shall:

- Assist with visioning, community-oriented design development, and amenity programming concepts consistent with the Feasibility Study; and,
- Collaborate with the City and DDPF to ensure constructability, operational feasibility, and long-term maintenance compatibility.

County participation in design review shall not be construed as a commitment to fund construction or operations.

4.4 DDPF Design Role

In its role as Co-Design Leader, DDPF shall:

- Lead visioning, community-oriented design development, and amenity programming concepts consistent with the Feasibility Study; and,
- Integrate and periodically report on fundraising, sponsorship, and naming-rights considerations into amenity design; and,

- Collaborate with the City and the County to ensure constructability, operational feasibility, and long-term maintenance compatibility.

DDPF's authority to serve as design lead is conditioned upon DDPF's demonstrated financial capacity and forthcoming contractual obligation to assume and fund the Deck Plaza's operating and routine maintenance costs, together with a portion of amenity-level construction.

4.5 Design Conflict Resolution

In the event of conflict between design vision and infrastructure, safety, regulatory, or TxDOT requirements, TxDOT and City infrastructure, safety, and regulatory requirements shall control.

5. OPERATOR DESIGNATION AND OPERATING OBLIGATIONS

5.1 Operator

The Parties acknowledge that DDPF will be the long-term Operator of the Deck Plaza amenities. The operator role shall be formalized through a separate operator agreement approved by City Council.

5.2 Operator Responsibilities

As Operator, DDPF shall be responsible for:

- Day-to-day operations and management; and,
- Programming and public activation; and,
- Routine maintenance and repairs of deck amenities; and,
- Insurance, utilities, staffing, and security coordination; and,
- Funding and maintaining required operating and capital repair reserves.

5.3 Operating Standards

The operator agreement shall incorporate performance standards aligned with the Feasibility Study, including standards related to operating cost control, earned revenue, maintenance, safety, public access, and reporting.

5.4 No City or County Obligation for Operating Deficits

Nothing in this MOU shall be construed to obligate the City or the County to fund operating deficits, revenue shortfalls, or reserve replenishment. Any City or County operating contribution shall be expressly approved by City Council and County Commissioners Court respectively, capped, and subject to annual appropriation.

6. CONDITIONS PRECEDENT

Progression beyond future-proofing or execution of definitive agreements is contingent upon:

- a. Secured funding sufficient to meet required local match funding obligations for the AFA due in October 2026; and,
- b. Demonstration of DDPF's financial capacity to perform operator obligations; and,
- c. Approval by City Council and other applicable governing bodies.

7. GOVERNANCE AND COORDINATION

The Parties shall establish a coordination or oversight committee to facilitate information sharing and schedule alignment. Such committee shall include an equal number of representatives from the Parties. Such committee shall further have no authority to bind any Party.

8. FUNDING

Unless otherwise agreed in a definitive written agreement, each Party shall be responsible for its own costs and expenses. No Party shall have an obligation to reimburse another Party under this MOU.

9. TERM AND TERMINATION

This MOU shall become effective upon execution and remain in effect until the earlier of:

- d. The execution of another written agreement which by its terms supersedes or replaces this MOU; or,
- e. Termination by any Party upon thirty (30) calendar days' written notice.

10. NO OBLIGATIONS

This MOU does not create an obligation or future appropriation obligation for any Party. Nothing in this MOU shall be construed to create joint and several liability among the Parties. Each Party shall remain solely responsible for its own financial commitments as approved by its respective governing body.

11. MISCELLANEOUS

- No Third-Party Beneficiaries. This MOU creates no rights in third parties.
- Entire Understanding. This MOU reflects the entire understanding of the Parties regarding coordination for the Project.
- Amendments. Any amendment must be in writing and executed by all Parties.

(Signatures begin on following page)

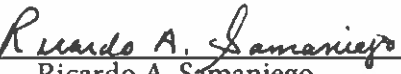
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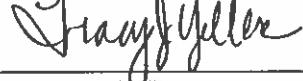
CITY OF EL PASO:

By: 
Name: Robert Cortinas
Title: CFO
Date: 4/23/2026

COUNTY OF EL PASO:

By: 
Name: Ricardo A. Samaniego
Title: El Paso County Judge
Date: 04/13/2026

DOWNTOWN DECK PLAZA FOUNDATION:

By: 
Name: Tracy J. Yellen
Title: Board President