



City of Presidio

SPECIAL-CALLED
CITY COUNCIL
MEETING

AUGUST 4, 2026



**Special Called Council Meeting,
August 4, 2026**

Notice is hereby given that the City Council of the City of Presidio, Texas will hold a Special Called City Council meeting at 6:00 p.m. on Tuesday, August 4, 2026 at the Presidio Activity Center, (PAC) 1200 East O'Reilly St, in the City of Presidio, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act. (Section 551.043, Texas Government Code).

To join the video meeting,

<https://meet.google.com/rpu-ftcx-gfo>

Otherwise, to join by phone, dial +1 929-266-1668 and enter this PIN: 989 728 643#

1. Call meeting to order
2. Quorum Check
3. Pledge of Allegiance
4. Public Comments *(Comments are limited only to matters that are not included in any item that has been posted on the agenda. Speakers are limited to a maximum of five minutes per speaker. Before addressing the City Council each speaker will state their name and address clearly before making comments).*
5. City of Presidio Business (New/Old)
 - a. Discussion / possible action to rescind the the Interlocal Cooperation Agreement for Road Construction and Maintenance Operations between the City of Presidio, and Presidio County pending the revision of the City's Attorney. – Councilman Escontrias
 - b. Discussion / possible action to waive the City of Presidio building permit fee of \$9,205.14 to the Big Bend Regional Hospital District and authorize Mayor Ferguson to sign the Building Permit Application. – Ms. Lynette Brehm, BBRHD Executive Director
 - c. Discussion /possible action to reconsider setting a new end date to receive the applications for the City Administrator vacant position. – City Secretary
 - d. Discussion / possible action to appoint one candidate from the possible Letters of Interest to the vacated City Council Unexpired-Term seat. – City Secretary
6. Adjourn

I certify that the above notice of Special-Called City Council meeting was posted in the display case near the front entrance of City Hall on or before three working days July 29, 2026 and at the display case near the door of the Presidio Activity Center located at 1200 E. O'Reilly St, Presidio, Texas on or before three working days July 29, 2026. I further certify that this agenda was also posted in the City of Presidio website www.presidiotx.us – Council Meeting & Updates – Agenda & Meetings on or before three working days July 29, 2026.

Brenda Lee Ornelas-Acuña
City Secretary

All items on the agenda are for discussion and/or action by the Presidio City Council. The Presidio City Council Reserves the Right to Adjourn Into Executive Session at Any Time During the Course of this Meeting to Discuss Any of the Matters Listed Above, as Authorized by the Texas Government Code including, but not limited to, 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), 551.087 (Economic Development) and 418.183 (Deliberations about Homeland Security Issues) Council will make a tape recording of the proceedings of a closed meeting to deliberate this information. This facility is wheelchair accessible and parking spaces are available. Request for accommodations must be made 48 hours prior to this meeting. Please contact City Hall at 432 229-3517, FAX 432 229-3505, or bornelas@presidiotx.us for further information.

LINE ITEM 5

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- a. Discussion / possible action to rescind the the Interlocal Cooperation Agreement for Road Construction and Maintenance Operations between the City of Presidio, and Presidio Count pending the revision of the City's Attorney. – Councilman Escontrias



INTERLOCAL COOPERATION AGREEMENT FOR ROAD CONSTRUCTION AND MAINTENANCE OPERATIONS

This Interlocal Cooperation Agreement for Road Construction and Maintenance Operations (the "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between **PRESIDIO COUNTY, TEXAS** (the "County"), 300 N. Highland Ave., P.O. Box 1055, Marfa, Texas 79843, acting by and through its governing body, Presidio County Commissioners Court; **CITY OF PRESIDIO, TEXAS** ("City of Presidio"), 507 W. O'Reilly Street, P.O. Box 1899, Presidio, Texas 79845, acting by and through its City Council; and **CITY OF MARFA, TEXAS** ("City of Marfa"), 100 N. Highland Ave., P.O. Box 787, Marfa, Texas 79843, acting by and through its City Council.

RECITALS

WHEREAS, Presidio County (the "County"); and the Cities of Marfa and of Presidio (collectively, the "Cities") are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

WHEREAS, the County and the Cities have determined that the provision of certain road construction and maintenance operations is a public purpose and within their respective statutory powers of government;

WHEREAS, the County has a road and bridge maintenance department ("County Road & Bridge") which provides certain road construction and maintenance operations on County Road Systems within the County;

WHEREAS, the City of Marfa has a City Streets Department ("Marfa Streets Department") which provides certain road construction and maintenance operations on City Road Systems within the City of Marfa;

WHEREAS, the City of Presidio has a road maintenance department ("Presidio Streets Department") which provides certain road construction and maintenance operations on City Road Systems within the City of Presidio;

WHEREAS, the County and the Cities desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing safe and well maintained roads, streets, alleys, and rights-of-way that are of consistent quality of pavement along the whole length of roads that are a part of the County or City Road Systems, respectively (See Texas Attorney General Opinions WW-1401, H-1018, and H-1019);

WHEREAS, specifically section 791.014 permits, with the approval of the county commissioners court, a County to enter into an interlocal contract for the construction, improvement, or repair of roads or facilities;

WHEREAS, specifically section 791.032 permits, with the approval of the governing body of a municipality, a County to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality; and

WHEREAS, the County and the Cities desire to enter into this Agreement relating to the provision of jointly coordinated road construction and maintenance operations on certain County and City roads and streets, and to set out the terms, rights, duties, and responsibilities with respect thereto.

NOW THEREFORE, the County, City of Presidio, and City of Marfa, for the mutual consideration hereinafter stated, agree as follows:

I. TERM

1. **TERM.** This Agreement shall be for a term commencing on the date of execution by the last party to sign this Agreement ("Effective Date"), until and including September 30, 2027 (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term") until terminated pursuant to the provisions herein.
2. **TERMINATION.** Any Party may terminate this agreement at any time by providing 60 days written notice to the other Parties.

II. COVENANTS, DUTIES, AND OBLIGATIONS

1. The County Road & Bridge, the Marfa Road Department, and the Presidio Road Department shall collectively form the Presidio County Road Cooperative (the "**Road Cooperative**") and the Parties agree to jointly cooperate on the construction and maintenance of certain County and City Road Systems within the jurisdiction of Presidio County and the Cities ("**Presidio County Road Operations**"). The Administrator of County Road & Bridge will act as the Supervisor of the Road Cooperative.
2. The Road Cooperative shall work jointly to identify and prioritize roads for Presidio County Road Operations, in a manner that is fair and equal between County Roads, City of Presidio Roads, and City of Marfa roads. The Parties understand and agree that the prioritization and timeliness of Presidio County Road Operations projects is dependent on level of demand and necessity.
3. The Supervisor will identify the specific labor and equipment needs for each Presidio County Road Operations project, and will determine how each Party will contribute said labor and equipment in a manner that is fair and equal. It is anticipated that each Party will contribute at least 2 laborers for Presidio County Road Operations.

4. The salary, wage, benefits, and liability for labor contributed by each individual Party to Presidio County Road Operations will remain the responsibility of the contributing Party. Each Party shall be solely responsible for the compensation, training, hiring, firing, and discipline of its personnel. Each Party shall utilize only properly credentialed, responsible, competent, and well-trained personnel, and agrees to conduct regularly scheduled training sessions to ensure a high level of competency. Nothing herein shall be construed to require a Party to pay, compensate, or accept liability for another Party's employee.

5. The cost, maintenance, and liability for equipment contributed by each individual Party to Presidio County Road Operations will remain the responsibility of the owning and contributing Party. Nothing herein shall be construed to require a Party to pay, compensate, or accept liability for another Party's equipment.

6. Each Party shall maintain its respective assets, equipment, and supplies (and liability insurance thereof) used for Presidio County Road Operations in a state of good repair at all times. Each Party shall maintain liability insurance for its respective vehicles and equipment to be used by for Presidio County Road Operations at all times.

7. Each Party shall be responsible for providing materials for Presidio County Road Operations occurring on their respective roads. For example, the County is responsible for providing asphalt, tar, and other materials necessary for Presidio County Road Operations on county roads. While neither Party is required to provide materials for another Party's roads, the Parties may agree to share surplus materials in furtherance of the spirit of this Agreement.

8. The Road Cooperative shall observe and comply with all applicable federal, state, county, and city laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard practice.

9. **MONTHLY REPORTS.** The Presidio County Road Cooperative shall prepare and submit a monthly report on or before the 5th day of the month following the reporting month; and which shall contain the following information:

- A. List and Priority of Presidio County Road Operations projects, including a description of the types of projects to be undertaken, and identifying the project locations, and required by Section 791.014;
- B. Status of Presidio County Road Operations;
- C. Staffing updates;
- D. Detailed breakdown of services; and
- E. All reports must be signed by the Supervisor.

III. CONSIDERATION

No funds will exchange hands between the Parties under this agreement. The Parties agree that the value of the in-kind exchange of services is good and valuable consideration that fairly compensates each of the Parties.

IV. MISCELLANEOUS

A. RECORDS. Upon request, any Party may request records necessary for the performance of the duties and responsibilities of this Agreement, including, but not limited to, equipment and employee records.

B. AUDIT. Upon request, a Party may request a copy of the other Parties' annual audit.

C. LIABILITY. Notwithstanding anything herein to the contrary, the Parties agree that each Party is liable for civil liability that arises from each Party's respective employees, laborers, and/or equipment. Each Party shall have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers, and agents. Each Party agrees that it is liable for the proper construction and maintenance of its own respective roads, bridges, and other infrastructure.

D. CHOICE OF LAW AND VENUE. This Agreement shall be construed and enforced exclusively pursuant to the laws of the State of Texas applicable to contracts to be performed wholly within the State. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in Presidio County, Texas. The Parties agree they will not contest the choice of law and venue provisions in this paragraph.

E. SEVERABILITY. Should a court of competent jurisdiction find or hold that any portion or portions of this Agreement are invalid or unenforceable, then the portion or portions of this Agreement so held to be invalid or unenforceable shall be deemed deleted from this Agreement with the remainder of the Agreement being held in full force and effect. In this respect, this Agreement shall be fully severable.

F. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties; and each party agrees that all prior agreements, whether written or oral, are incorporated into this Agreement. This Agreement may be amended only in writing with the prior approval of the governing bodies of all Parties.

G. ASSIGNMENT. This Agreement may not be assigned by any Party.

H. CURRENT REVENUES. Each Party warrants that any revenues used in its performance of a function or service pursuant to this Agreement shall be made from current revenues.

I. NO JOINT VENTURE AND AGENCY. The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved for the Parties. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person.

[SIGNATORIES ON NEXT.]

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

This Interlocal Cooperation Agreement for Road Construction and Maintenance Operations by and between Presidio County, Texas; City of Presidio, Texas; and City of Marfa, Texas was **APPROVED** by the Presidio County Commissioners Court at the Regular Meeting on July 22, 2026.

PRESIDIO COUNTY, TEXAS

By: _____
JOSE PORTILLO, JR., County Judge

ATTESTED:

CAROLINA CATAÑO, Presidio County Clerk

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[FINAL SIGNATORY ON NEXT.]

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

This Interlocal Cooperation Agreement for Road Construction and Maintenance Operations by and between Presidio County, Texas; City of Presidio, Texas; and City of Marfa, Texas was **APPROVED** by the Presidio City Council at the Regular Meeting on July 27, 2026.

CITY OF PRESIDIO, TEXAS

By: _____
JOHN FERGUSON, Mayor

ATTESTED:

BRENDA ORNELAS, City Secretary

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

This Interlocal Cooperation Agreement for Road Construction and Maintenance Operations by and between Presidio County, Texas; City of Presidio, Texas; and City of Marfa, Texas was APPROVED by the Marfa City Council at the Regular Meeting on July 30, 2026.

CITY OF MARFA, TEXAS

By: _____
MANUEL V. BAEZA, Mayor

ATTESTED:

RAUL LARA, City Council Member

LINE ITEM 5

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- b. Discussion / possible action to waive the City of Presidio building permit fee of \$9,205.14 to the Big Bend Regional Hospital District and authorize Mayor Ferguson to sign the Building Permit Application. – Ms. Lynette Brehm, BBRHD Executive Director

Project _____
(Office Use Only)

Building Permit Application

City of Presidio, Texas

Box 1899

507 W. O'Reilly St.

Presidio, Texas 79845

Phone (432) 229-3517

Fax (432)-229-3505

Email: cleyva@presidiotx.us

Date: 07/20/2026

Applicant's Name: Chris Perez

Owners Name: Big Bend Regional Hospital District

Physical Address of Project: 1278 East O'Reilly Street, Presidio, Texas 79845

Owners Mailing Address: P.O. Bod 1439

City: Alpine State: Texas Zip Code: 79831

Phone: (432) 837 7051 Cell

Phone

Fax: Email: lynette@bbrhd.com

Type of Project and Description of Construction (Residential, Multi-Family, Commercial, Retail, Industrial). Application is to the City of Presidio, Texas for a required building permit to construct in the City.

This application and in full conformity with provisions and ... regulations of all ordinances of the City of Presidio, Texas and Texas State Laws.

Significant features, orientation, and local streets are as follows:

Front Street(s) Name: O'Reilly Street

Subdivision/ Addition/ Out Block? 1.17 Grid and surface acres Tract, out of a 29.66 acre Tracts of land, being Tract 10, out of Section 749, T.C. Railroad Company Survey

Block Number? Lot Number(s) :

Briefly describe planned activity:

New construction of 6,700-sqft, one-level, building.

Program use includes Offices, Clinic, Events, and (short-term) residential.

Estimated Cost of Construction: (Include materials, labor and equipment.) \$4,272,570.00

Is there an Architect or Engineering Firm involved with this project?

☒ Yes or No If yes, please list name of company, name of company contact and phone number:

Wilson & Company, Inc.

3801B Constitution Drive, Suite 300, El Paso, Texas 79922

Louis Edwards, +1.915.298.8519

Contractor Information:

Is your Contractor and Sub Contractor(s) All licensed by the State of Texas? ☒ Yes or No

Is your Contractor or Sub Contractor(s) registered by the City?

Yes or ☒ No

Is your Contractor or Sub Contractor(s) insured and bonded?

☒ Yes or No

*Additional Space for Sub Contractors available on the last page. Attachment (A)

Name of Contractor: Oprex Construction

TDLR License No. _____

Address of Contractor 6502 Slide Rd Ste 203

Mailing Address: _____

City: Lubbock State: Tx Zip Code: 79424

Phone: (806)712-4000 Cell _____

Phone (806)642-3284

Fax: _____ Email: _____

info@oprex.com

Structure Information:

Are plans available for review with this application? ☒ Yes or No

If No, What date will they be delivered to the Building Department

Square footage of structure:

6,700-sqft.

Setback footage of structure from property lines:

Front: 40-ft. Back: 16-ft. Sides (R) 174-ft. (L) 42-ft.

Estimated days of construction? 365-days Start Date? _____

Completion Date? _____

What Primary Types of Building Material to be used?

Check all that Apply:

Metal () Pre Engineered Metal () Concrete Block () Brick () Wood () Adobe (✓) Other Structural light-gauge steel

Is this Manufactured Housing or Mobile Home? Yes or No

Single Wide Dimensions _____ Double Wide Dimensions _____

Water

Water Main () Water Meter (✓) Backflow Preventer Required ()

Size of Water Meter Need? 1/2, 3/4, 1" or larger? Size: _____

Will you need a separate water meter for Irrigation or Fire system(s)?

(✓)

Will you need to make arrangements with the city for large volumes of water for the project? Yes or No

Sewer

Sewer Main: () Sewer Tap: (✓) Sewer Check Valve or Trap: ()

Commercial and Sanitation (Garbage) Accounts:

Number of Dumpsters? 1, 2, 3, 4 or 5?

Number of Pick-ups per week? 1, 2, 3, 4 or 5?

Do you need to establish a City Landfill Account? ()

Residential Dumpster only: ()

* For Residential Customers, 4 households per container.

Site Selection

Is the Property in a FEMA designated FLOOD ZONE? Yes or No
(If yes, Please provide a copy of your Flood Insurance Policy.)

What source did you use to determine Flood Zone status of your proposed building site? FEMA Flood Map Service Center

The proposed is site zoned for: Residential () Commercial (✓)
Commercial Retail () Other? _____

Do you anticipate a need to meet with Planning and Zoning Commission
for any type of variance or special need? Yes or No

If Yes, P&Z approved variances automatically go to City Council for
final approval.

What variance issue(s) will you need to address before construction?

The undersigned hereby solemnly swears that the application statements
concerning the above described project are true, and the undersigned is
the owner of said project or has been authorized by the owner(s) to act
as their agent in procurement of this permit herein requested.

I have read and understand City of Presidio Ordinance(s) and take full
responsibility for all work performed. I will, to the best of my ability,
comply with applicable regulations of said Ordinance(s) and any other
related regulations the City of Presidio and the building or other laws or
regulations of the State of Texas and US Federal Government. I am the
responsible party for prosecution of violations on this project.

Christopher J Perez

Digitally signed by Chris Perez
DN: C=US, E=cperaz@oprex.com,
O=Oprex Construction, CN=Chris Perez
Reason: I have reviewed this document
Date: 2020.07.20 12:48:28-0500'

Applicant's Signature

Project Manager

Big Bend Health - Presidio Clinic

Name of Project

Relationship to Project

Sworn and subscribed before me this _____ day of _____ 20__

City of Presidio, Building Official

Presidio City Administrator

Attachment A
Sub Contractor's Information:
Electrical, Plumbing, Mechanical (A/C and Heating) & Others

Name of Sub Contractor: _____
Type of Contactor _____ TDLR License No. _____
Address of Contractor _____
Mailing Address: _____

City: _____ State: _____ Zip Code: _____
Phone: _____ Cell _____
Phone _____
Fax: _____ Email: _____

Name of Sub Contractor: _____
Type of Contactor _____ TDLR License No. _____
Address of Contractor _____
Mailing Address: _____

LINE ITEM 5

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- c. Discussion /possible action to reconsider setting a new end date to receive the applications for the City Administrator vacant position. – City Secretary

LINE ITEM 5

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- d. Discussion / possible action to appoint one candidate from the possible Letters of Interest to the vacated City Council Unexpired-Term seat. – City Secretary