

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to execute a First Amendment to that certain Chapter 380 Economic Development Program Agreement (“Agreement”) executed on April 26, 2022 by and between the City of El Paso (“City”) and the Mills Plaza Properties V, LP, a Texas limited partnership and Kress Tunnel, LLC, a Texas limited liability company (collectively, “Applicant”), to provide a twelve (12)-month extension to obtain a Certificate of Occupancy in consideration of the Applicant increasing the Minimum Investment to \$30,000,000.

APPROVED this ____ day of _____, 20__.

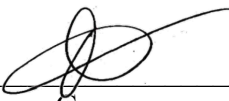
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This **First Amendment to the Chapter 380 Economic Development Program Agreement** (“Amendment”) for the redevelopment rehabilitation and improvements of the Kress Building property located at *211 North Mesa Street, El Paso, TX 79901* is made this ____ day of _____, 2025, by the **CITY OF EL PASO, TEXAS** (“City”), a Texas home-rule municipal corporation and **MILLS PLAZA PROPERTIES V, LP**, a Texas limited partnership and **KRESS TUNNEL, LLC**, a Texas limited liability company (collectively, “Applicant”).

WHEREAS, on April 26, 2022, the City and Applicant entered into a Chapter 380 Economic Development Program Agreement (the “Original Agreement”), a copy of which is attached and labeled as *Exhibit A-1* for the redevelopment, rehabilitation, and improvements of the Kress Building property located at *211 North Mesa Street, El Paso, TX 79901* (“Agreement”);

WHEREAS, the Agreement may be amended under the provisions of Section 7.A. **MISCELLANEOUS PROVISIONS**. of the Agreement; and

WHEREAS, the parties desire to amend Section 3.A.(6) of the Agreement to provide a 12-month extension to December 31, 2026 to obtain a certificate of occupancy; and

WHEREAS, the parties, in consideration of amending Section 3.A.(6), desire to amend the Agreement and increase the *Minimum Investment* obligation amount from **\$18,400,000** to **\$30,000,000**.

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 1. O. of the Agreement is hereby amended to read as follows:

Minimum Investment means all Qualified Expenditures, including, without limitation, those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the acquisition, leasing, renovation or construction project or furnishing or installation of the improvements, equipment or personal property for the Development (including both on and off-site improvements in connection with the Development). For the purposes of this Agreement, the Minimum Investment amount shall be \$30,000,000.00; in the event construction of the sub-surface tunnel contemplated by this Agreement is not approved or feasible, the Minimum Investment shall be reduced to \$27,000,000.00.

2. In addition, all other provisions, terms, and references within the Agreement, including any exhibits, schedules, or attachments, that relate to or reference the *Minimum Investment*, shall hereafter reflect the updated amount of \$30,000,000.00.

3. **Section 3.A.(6)** of the Agreement is hereby amended to read as follows:

Except as provided in Section 7.J., Applicant shall obtain a certificate of occupancy for the Kress no later than **December 31, 2026**. For the purpose of this Agreement, “certificate(s) of occupancy” does not include temporary certificate(s) of occupancy. The City Manager, or designee, may administratively extend this period.

4. Except as amended herein, the Agreement between the City and Applicant shall remain in full force and effect.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the _____ day of _____, 2025.

CITY OF EL PASO, TEXAS:

Dionne Mack
City Manger

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla
Director, Economic & International
Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Dionne Mack, as City Manager of the **City of El Paso, Texas**.

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

APPLICANT:
MILLS PLAZA PROPERTIES V, LP, a
Texas limited partnership

By: FML Acquisition GP, LLC, a Texas
limited liability company

William Kell
Chief Operating Officer

Date

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____,
2025, by William Kell as Chief Operating Officer of FML Acquisitions, GP, LLC, a Texas limited liability
company, general partner of Mills Plaza Properties V, LP.

Notary Public, State of Texas

My Commission Expires:
