

**CITY OF EL PASO, TEXAS  
AGENDA SUMMARY FORM**



**DEPARTMENT / COUNCIL OFFICE:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**AGENDA ITEM:**

**ISSUE STATEMENT:**

**BACKGROUND:**

**COUNCIL OPTIONS:**

**COMMITTEE REVIEW AND/OR RECOMMENDATION:**

**COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:**

**RELATED CITY POLICIES:**

**PRIOR COUNCIL ACTION:**

**LEGAL REVIEW:**

*Legal counsel reviewed as a part of Council packet*

*Legal counsel reviewed in advance of packet as an individual item*

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**ATTACHMENTS:**

**FOR MORE INFORMATION:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**SIGNATURE:**



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

## RESOLUTION

**WHEREAS**, the El Paso City Council (“City”) approved the Texas Economic Development Incentive Program (“TED Program”) – Policy and Guidelines on January 20, 2021; and

**WHEREAS**, the purpose of the TED Fund is to promote economic development within El Paso Electric’s (“EPE”) Texas Service Area through various programs, including Infrastructure Development Assistance and Quality Jobs and Investment Assistance; and

**WHEREAS**, the Infrastructure Development Assistance provides financial support to companies expanding or establishing operations within EPE’s Texas Service Area; and

**WHEREAS**, PX FI FORM375 OWNER, LP (“Company”) has made multiple commitments to create net-new jobs and investment in the EPE Texas Service Area; and

**WHEREAS**, the Company’s FORM375 @ Paso Del Norte is an 802,604 sq. ft. industrial development consisting of four buildings designed to support large-scale manufacturing, logistics, and cross-border trade and includes infrastructure improvements and represents a total hard-cost and land investment of approximately \$83.6M (“Development”); and

**WHEREAS**, the City agrees to provide financial assistance to the Company in support the Development in the form of a grant totaling \$2,000,000 (“Grant Funds”) from the TED Program Fund for the improvements to the Southside Road as detailed in *Exhibit A* (the “Improvements”) of the Texas Economic Development Incentive Program Fund Agreement (“TED Agreement”).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**THAT** the above recitals are accepted as true and correct.

**THAT** the City Council finds that the *Improvements* in support of the FORM375 @ Paso Del Norte industrial development meets the requirements of the TED Program and provide a sufficient net positive impact to EPE’s Texas Service Area; and

**THAT** the City agrees to provide Grant Funds to the Company totaling \$2,00,000 from the TED Fund for the *Improvements*; and

**THAT** the City Manager, or designee, be authorized to execute any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

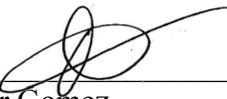
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karina Brasgalla, Director  
Economic & International Development

STATE OF TEXAS           §  
COUNTY OF EL PASO    §

**TEXAS ECONOMIC DEVELOPMENT (TED)  
INCENTIVE PROGRAM FUND AGREEMENT**

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This **TEXAS ECONOMIC DEVELOPMENT (TED) INCENTIVE PROGRAM FUND AGREEMENT** (“Agreement”) is entered into by and between the **CITY OF EL PASO, TEXAS** (the “City”), a home-rule municipality organized under the laws of the State of Texas, and **PX FI FORM375 OWNER, LP, a Delaware limited partnership** (“Company”) on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”). The City and the Company are sometimes referred to herein collectively as the *Parties* and each individually as a *Party*.

**1.     PURPOSE**

FORM375 @ Paso Del Norte is an 802,604 sq. ft. industrial development consisting of four buildings designed to support large-scale manufacturing, logistics, and cross-border trade. The development includes infrastructure improvements and represents a total hard-cost and land investment of approximately \$83.6M. Once built, it is expected to attract a major anchor tenant and additional freight forwarder or manufacturing focused users.

The development is projected to generate \$57.5M in new tax revenue for the City over 25 years, create roughly 340 direct jobs, and produce significant economic activity. During construction, an estimated \$30.4M in wages will be generated, with \$9.6M spent locally. Over 25 years of operation, cumulative salaries are projected to exceed \$816M, with more than 4,600 indirect and induced jobs supported.

**2.     FUNDING AMOUNT**

In accordance with a resolution approved by the City Council of the City (the “City Council”) on January 19, 2021, the City has established the Texas Economic Development Incentive Program (“TED Program”) Policy and Guidelines (“TED Policy”), which are incorporated herein by reference, pursuant to which the City may offer economic incentives in the form of economic development grants and/or loans to promote economic development within El Paso Electric’s Texas Service Area through various categories, including Infrastructure Development Assistance.

The City agrees to provide financial assistance to the Company in the form of a grant totaling \$2,000,000 (the “Grant Funds”) from the TED Program Account. The grant shall be disbursed upon the completion of the improvements to Southside Road as depicted in Exhibit A (the “Improvements”). The development is situated within El Paso Electric’s Texas service area and is expected to generate over 300 new jobs. Additionally, it will benefit nearby properties and

landowners, creating opportunities for further economic investment and job growth in the surrounding area.

### **3. COMPANY OBLIGATIONS, GOALS, AND COMMITMENTS**

#### **3.1. Compliance with TED Program Policy**

The Company shall at all times comply with the TED Program Policy and Guidelines and acknowledges that the TED Policy establishes eligibility criteria, prohibited uses, anti-corruption requirements, and reporting obligations applicable to all recipients of TED funds. Failure to comply with any material provision of the TED Policy shall constitute an Event of Default under this Agreement and may trigger the recapture provisions of Section 8.

#### **3.2. Annual Reporting.**

The Company shall submit an annual report detailing the status of the development, including progress on development activities, tenant build-out and commitments, and infrastructure improvements such as roadways and utilities. The report shall also include information regarding the development's standing with the City of El Paso, including but not limited to property tax payments, permitting status, and compliance with applicable City requirements. In addition, the report shall provide data on job creation associated with the development, identifying both construction and permanent employment generated to date.

#### **3.3. Performance Obligation / Development Milestone**

The Company shall complete construction of the Improvements prior to the City's issuance of the Grant Funds. Completion shall be evidenced by all required permits, inspections, and certifications demonstrating that the Improvements have been constructed in accordance with applicable standards and approved plans.

#### **3.4. Stakeholder Coordination and Reporting.**

The Company shall collaborate with City staff to share development findings and operational data with key stakeholders and decision-makers. The City shall ensure that the Company's logistical needs, challenges, and proposed solutions are effectively incorporated into the City's overall mobility, infrastructure, and planning initiatives.

### **4. PAYMENT TERMS**

The City shall disburse the Grant Funds to the Company within 60 days of the completion of the Improvements, subject to receipt of all necessary documentation described herein and compliance with the terms herein.

## 5. **TERM**

This Agreement shall commence on the Effective Date and shall continue in effect for the development duration of 3 years, unless terminated earlier in accordance with the provisions herein.

## 6. **DEFAULT, REMEDIES, AND TERMINATION**

### 6.1. **General Default.**

A Party shall be in default under this Agreement if it breaches any material term or condition, and such breach remains uncured after 60 calendar days following receipt of written notice from the non-breaching Party specifying the breach and the required curative action. If the breaching Party has diligently and continuously attempted to cure the breach but requires more than 60 calendar days, an extension shall be granted for the time reasonably necessary to effect the cure. If the breach remains uncured after the applicable period, the non-breaching Party may exercise the remedies set forth in Section 6.2 and 6.3 respectively.

### 6.2. **City's Remedy in the Event of Default.**

The City's sole remedy in the event of Company's uncured breach or default under this Agreement, the City may, at its sole option and without waiving any other rights or remedies available at law or equity: terminate this Agreement by written notice to the Company; suspend or withhold further disbursement of Grant Funds until the default is cured; recapture all or prorated portion of previously disbursed Grant Funds, pursuant to Section 8 of this Agreement; and pursue any other remedies permitted by law to enforce the City's rights under this Agreement.

### 6.3. **Company's Remedy in the Event of Breach.**

In the event of the City's uncured breach of any obligation under this Agreement, the Company shall have the right to enforce specific performance of the City's obligations hereunder.

### 6.4. **Mutual Waiver of Consequential Damages.**

To the extent permitted by law, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement; provided, however, that nothing in this Section shall (a) limit or impair the City's right to recapture Grant Funds; or (b) be construed as a waiver of the City's governmental or sovereign immunity, which is expressly retained.

### 6.5. **City Termination**

The City may terminate this Agreement for convenience and without the requirement of an Event of Default, by providing written notice to the Company. The City may also terminate this Agreement which shall become effective immediately if any state or federal statute,

regulation, case law, or other law renders this Agreement ineffectual, or illegal, such as this Agreement is an unconstitutional debt, or at any time for the City's convenience, without cause and without penalty, upon written notice to the Applicant, provided, however, that the City's ability to terminate for convenience or without cause or Event of Default shall automatically cease on the issuance by the Company of a Notice to Proceed (NTP) to the contractor constructing the Improvements.

**7. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**8. RECAPTURE**

Should the Company default under *Section 6* of this Agreement during the term of this Agreement, and provided that the Cure Period for such default has expired, the City may require that all or a portion of the Grant Funds provided pursuant to this Agreement be recaptured and repaid by the Company previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Company's risk profile, and any other factors deemed relevant by the City.

**9. GENERAL PROVISIONS.**

**9.1. Applicable Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

**9.2. Assignment of Company's Rights.**

The Company understands and agrees that the City expressly prohibits the Company from selling, transferring, assigning, or conveying in any way any rights to receive the Grant Funds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Company to cure.

**9.3. Compliance with the Law.**

The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Company will procure all licenses and pay all fees or other charges as required to complete the Improvements under this Agreement.

**9.4. Confidentiality Obligations.**

The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Company if a request relating to such proprietary information is received. Company represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Company as a basis for nondisclosure.

**9.5. Governmental Function.**

The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

**9.6. Force Majeure.**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by any happening or occurrence such as strikes, lockouts, boycotts, terrorism, riots, civil unrest, acts of God, fire or other casualty, civilian or military authority, acts of public enemy, war, accidents, explosions, floods, failure of transportation, machinery or supplies, vandalism, cyberattacks, unusually adverse weather conditions, unanticipated site conditions, failure of a Governmental Authority to timely issue any permits or other approvals required to construct the Improvements or to timely take any other action when required, including, without limitation, site inspections (provided that Company has timely made application and has diligently pursued issuance of such permits or approvals), delays or disruptions in the supply line for any materials for the development or construction of the Improvements, changes in Legal Requirements, epidemic or pandemic, (or governmental responses, orders or decrees in response thereto), reasonably unexpected inability to obtain labor or materials or governmental restriction or other similar or dissimilar unanticipated events beyond the control of the party affected thereby, including any time required to be expended for the contractor to remobilize the site once construction which has been halted as a result of force majeure is permitted to be commenced, which prevents such party's compliance with certain obligations hereunder, other than Company's financial inability to perform which is not caused by the aforementioned happening or occurrence, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.

**9.7. Notices.**

All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Company shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov.**

**COMPANY:** PX FI FORM375 Owner, LP  
ATTN: Kyle Heath  
5910 N. Central Expressway, Suite 1595  
Dallas, Texas 75206

**CITY:** The City of El Paso  
Attn: City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890

**Copy To:** The City of El Paso  
Attn: Economic Development Department Director  
P.O. Box 1890  
El Paso, Texas 79950-1890

**9.8. Severability.**

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

**10. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

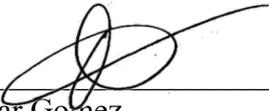
[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**CITY OF EL PASO, TEXAS**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karina Brasgalla  
Director of Economic and  
International Development

**PX FI FORM375 OWNER, LP, a <sup>Delaware</sup>~~Delaware~~  
limited partnership**

By:   
\_\_\_\_\_

Name: Adam Herrin

Title: CEO

**EXHIBIT "A":**



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name

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Business Name

---

Agenda Item Type

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Relevant Department

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