

**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:** Philip Tiive

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

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE MAYOR OF EL PASO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SUNLAND PARK, NEW MEXICO, IN ORDER TO COORDINATE AND SHARE DEVELOPMENT INFORMATION ALONG THE SHARED BOUNDARIES OF THE TWO JURISDICTIONS.**

**WHEREAS**, the City of Sunland Park, New Mexico, and the City of El Paso share common municipal boundaries;

**WHEREAS**, the purpose of this MOU is to establish a cooperative intergovernmental agreement between the Parties to coordinate on reviewing and assessing the impact of new developments proposed within a defined proximity to the shared state line between Sunland Park, New Mexico and El Paso, Texas. The goal is to mitigate cross-jurisdictional traffic issues, ensure public safety, improve quality of life, and support responsible growth and transportation planning;

**WHEREAS**, the cities of Sunland Park and El Paso share a common border and utilize interdependent infrastructure that will benefit from close coordination between the Parties to proactively manage these developments and their impacts. It is essential to fully determine each Party's needs and vision for proper future planning in this region;

**WHEREAS**, coordinated planning and communication between the two jurisdictions is essential to ensure orderly growth, efficient use of resources, and compatibility of development along their shared boundaries;

**WHEREAS**, the parties desire to enter into a Memorandum of Understanding to facilitate the sharing of development information, foster collaboration, and promote the mutual interests of both jurisdictions; and

**WHEREAS**, the governing body of the City of El Paso finds that entering into such a Memorandum of Understanding is in the best interest of the City and its residents.

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

1. That the Mayor is hereby authorized to enter into a Memorandum of Understanding with the City of Sunland Park, New Mexico, for the purpose of coordinating and sharing development information along the shared boundaries of the two jurisdictions.

2. That the City Manager, City Attorney, and other designated staff are authorized to take all necessary actions to carry out the intent of this Resolution.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**THE CITY OF EL PASO:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*  
\_\_\_\_\_  
**Russell T. Abeln**  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
**Philip F. Etiwe**, Director  
Planning & Inspections Department

**CITY OF SUNLAND PARK  
MEMORANDUM OF UNDERSTANDING**

**REVISED**

9:21 am, Aug 27, 2025

This Memorandum of Understanding ("MOU") or ("Agreement") is entered into by and among the **City of Sunland Park, New Mexico** ("Sunland Park") and the **City of El Paso, Texas** ("El Paso").

**RECITALS**

**WHEREAS**, the purpose of this MOU is to establish a cooperative intergovernmental agreement between the Parties to coordinate on reviewing and assessing the impact of new developments proposed within a defined proximity to the shared state line between Sunland Park, New Mexico and El Paso, Texas. The goal is to mitigate cross-jurisdictional traffic issues, ensure public safety, improve quality of life, and support responsible growth and transportation planning; and,

**WHEREAS**, the cities of Sunland Park and El Paso share a common border and utilize interdependent infrastructure that will benefit from close coordination between the Parties to proactively manage these developments and their impacts. It is essential to fully determine each Party's needs and vision for proper future planning in this region; and,

**THEREFORE**, for and in consideration of the recitals set forth above, the covenants, terms, conditions, and releases herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties warrant, represent, and agree to the following terms:

**AGREEMENT**

1. Any development proposed within one thousand (1,000) feet of the state boundary line between the two cities. For purposes of this agreement, a development is defined as any zoning, special permit, or subdivision application.
  - a. Each Party shall notify the other in writing of any qualifying zoning or special permit development proposal located within the designated proximity to the shared border. Notification shall occur within ten (10) business days of receipt of a completed application for the proposed development and comments provided within a fifteen (15) business day window will be considered during review.
  - b. For any subdivision application within the designated proximity to the boundary, the initiating jurisdiction shall provide notice and a copy of the proposed plat to the other Party. Comments provided within a fifteen (15) business day window will be considered during final review.

## **2. Traffic Impact Analysis (TIA)**

- a. The Party in which the development is proposed shall require the developer to conduct a Traffic Impact Analysis (TIA) in accordance with the respective city's traffic engineering standards.
- b. The neighboring city shall be given an opportunity to review and provide written comments on the TIA within thirty (30) calendar days of receipt.

## **3. Joint Review Process**

- a. If either Party determines that the proposed development will have a significant traffic impact on its transportation network, both Parties agree to convene a joint review meeting involving planning, engineering, and traffic departments to discuss mitigation strategies.
- b. The Parties may recommend mitigation measures, including, but not limited to, roadway improvements, traffic control devices, access management, or funding contributions.

## **4. Notification to Abutting Jurisdiction**

- a. Both parties will notify the abutting jurisdiction if within the prescribed 1,000-foot distance of the State boundary and property owners as per State and local requirements.

## **5. Quarterly Coordination Meeting**

- a. Both Parties agree to hold a quarterly coordination meeting involving planning, parks, engineering, and traffic departments to discuss mitigation strategies and options to address ongoing development. The Parties may discuss and recommend mitigation measures including, but not limited to, roadway improvements, traffic control devices, access management, or funding contributions. These meetings will discuss the developments defined in this Agreement, but may also include, but not limited to, subdivisions and non-residential building permits.

## **6. Infrastructure Coordination**

- a. The Parties agree to identify infrastructure projects (roads, water/sewer lines, drainage systems) near the state line that may benefit from joint coordination.
- b. When feasible, cost-sharing arrangements or joint development agreements may be pursued.

## **7. Non-Binding Nature**

- a. This MOU reflects the good-faith intentions of the Parties and is not a legally binding agreement. However, both Parties agree to act in good faith to honor the spirit and purpose of this understanding.

**8. Term and Termination**

- a. This MOU shall become effective upon signature by both Parties and shall remain in effect for a term of five (5) years, unless terminated earlier by either Party with thirty (30) days written notice. The MOU may be extended or amended in writing upon mutual agreement.

***(Signatures Begin on Following Page)***

**IN WITNESS WHEREOF**, the Parties intending to be legally bound, have caused this Agreement to be executed by duly authorized personnel as of this date, August 25<sup>th</sup>, 2025.

**CITY OF SUNLAND PARK, NEW MEXICO:**

By: 

Name: **Javier Perea**

Title: **Mayor of City of Sunland Park, NM**

**CITY OF EL PASO, TEXAS:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_