

**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 is authorized to sign a First Amendment to Entitlement Agreement between the City of El Paso ("City"), a Texas home rule municipal corporation, and **FSW Investments, LP**, a Texas limited partnership ("FSW Parent"), **FSW Investments I, LP**, a Texas limited partnership ("FSW I"), **FSW Investments II, LP**, a Texas limited partnership ("FSW II"), **FSW Investments III, LP**, a Texas limited partnership ("FSW III"), **FSW Investments IV, LP**, a Texas limited partnership ("FSW IV"), **FSW Investments V, LP**, a Texas limited partnership ("FSW V"), **FSW Investments VI, LP**, a Texas limited partnership ("FSW VI"), **FSW Investments VII, LP**, a Texas limited partnership ("FSW VII"), **FSW Investments VIII, LP**, a Texas limited partnership ("FSW VIII"), **FSW Investments IX, LP**, a Texas limited partnership ("FSW IX"), **FSW Investments X, LP**, a Texas limited partnership ("FSW X" and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII, and FSW IX, "FSW") and **Scarborough ELP Development, LLC**, a Texas limited liability company, (together with FSW, the "Owner") to add a definition for an "Exclusion Parcel" to accommodate the development of a State of Texas facility.

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Director
Economic and International Development

FIRST AMENDMENT TO ENTITLEMENT AGREEMENT

RECITALS

WHEREAS, the State of Texas desires to construct a regional facility for state offices, including, but not limited to, the Texas Department of Public Safety (“State Facility”) on a 45-acre portion of the Property, more particularly described on Exhibit A-1, attached hereto (“Exclusion Parcel”); and

WHEREAS, the State Facility is an investment in the City that will greatly enhance and improve local law enforcement services in the region; and

WHEREAS, the Owner is currently developing Pod 1 in the Agreement, and the Exclusion Parcel is located in Pod 3; and

WHEREAS, the Agreement provides for the payment of incentives to the Owner to facilitate the MMD's obligations to construction and maintain public improvements on the Property on behalf of the City; and

WHEREAS, Owner and City desire to amend the Agreement to facilitate the development of the State Facility and revise the incentive commencement date for Pod 3 to not commence with the construction of the State Facility and confirm the Parties' obligations under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Section 2, Definitions, is modified to add the following section in its entirety:

TT. "Exclusion Parcel" is the 45-acre site shown on Exhibit A-1 which is included within the "Property" and subject to the "Development Standards" and all other obligations, except for purposes of calculating the "Available TIRZ Revenue". Completion of Construction by the State of Texas shall not trigger the 25-year reimbursement period within Pod 3.

2. The Parties acknowledge and agree that a survey is being prepared and will replace the drawing currently provided as a part of Exhibit A-1. Upon completion, said survey shall be attached and made a part of Exhibit A-1. No further action shall be required of the Parties to include said survey as part of this Amendment. Said survey shall be automatically incorporated herein by this reference and shall be a legally binding part of this Amendment.
3. Except as expressly amended in this First Amendment, the Agreement remains in full force and effect and the obligations and rights of the Owner and City under the Agreement will remain as provided therein.
4. The Effective Date of this First Amendment is the date that the City Council of the City of El Paso approves this First Amendment.

(Signatures begin on following page.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment.


CITY OF EL PASO

Dionne L. Mack
City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



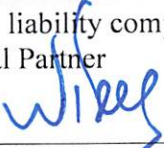
Roberta Brito
Senior Assistant City Attorney

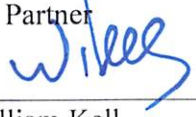
APPROVED AS TO CONTENT:

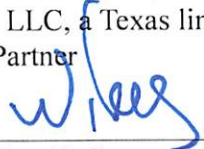


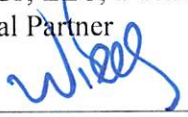
Karina Brasgalla, Director
Economic and International Development

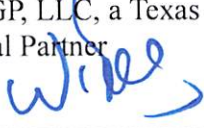
(Additional signatures continue on following pages.)

FSW INVESTMENTS, LP, a Texas limited partnership
By: FSW Investments Management, LLC, a Texas
limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

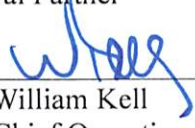
FSW INVESTMENTS I, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS II, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS III, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS IV, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

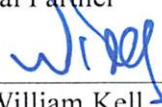
FSW INVESTMENTS V, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

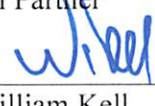
FSW INVESTMENTS VI, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

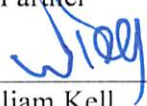
FSW INVESTMENTS VII, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS VIII, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS IX, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS X, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FRANKLIN MOUNTAIN COMMUNITIES, LLC, a Texas
limited liability company

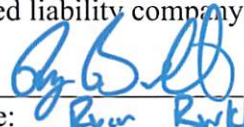
By: 
Name: Ryan Burkhardt
Its: President

EXHIBIT A-1

A tract of land containing approximately 45.00 acres located on the corner of Martin Luther King, Jr. Boulevard and Loma Real Avenue, El Paso County, El Paso, Texas 79934, A PORTION OF 81 TSP 1 SEC 19 T & P SURV SECTION 19 TRACT 1-B (273.0173 AC), as shown or more fully described on second page of this Exhibit A-1, attached hereto and incorporated herein by reference for all purposes.

Exhibit "A"

