

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the City of El Paso (City), the County of El Paso, and the Camino Real Regional Mobility Authority (CRRMA) have partnered on the development of the Montwood Drive Extension Project (Project), as the completion of the Project would improve mobility in a fast-growing section of far east El Paso; and

WHEREAS, the City and CRRMA have executed an interlocal agreement whereby the CRRMA agreed to complete the acquisition of rights of way and development of certain annexation documentation necessary for the Project, but the interlocal agreement but the interlocal agreement did not address how eminent domain proceedings, if needed, would be completed; and

WHEREAS, the parties desire to amend the interlocal agreement to identify the process and the budget for the CRRMA to provide eminent domain services, if determined by the City to be required for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the Chair of the CRRMA is authorized to execute a First Amendment to the Interlocal Agreement with the City of El Paso, Texas for the Montwood Drive Extension Project, to permit the CRRMA to provide eminent domain services, if determined necessary by the City.

PASSED AND APPROVED THIS 13TH DAY OF AUGUST 2025.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT**

This First Amendment to the Interlocal Agreement (“First Amendment”) is made by and between the City of El Paso (“City”), and the Camino Real Regional Mobility Authority (“Authority”), collectively referred to herein as “Parties,” for the purposes described herein.

RECITALS

WHEREAS, on March 12, 2024, the Parties entered into an Interlocal Agreement (“Agreement”); and

WHEREAS, the Agreement concerned a project to improve Montwood Drive by constructing an extension of Montwood Drive between Shreya Street and Rich Beem Boulevard (the “Montwood Project”); and

WHEREAS, pursuant to the Agreement, the Authority agreed to acquire property on the City’s behalf for the Montwood Project, including performing property assessment and acquisition, as well as completing documentation necessary for annexation into the municipal city limits; and

WHEREAS, the Parties wish to amend the Agreement to add the provision of eminent domain services to the Authority’s scope of work and to extend the term of the Agreement.

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

1. Section II.A. of the Agreement is amended to read as follows:

Scope of Services. Subject to the terms of this Agreement, the Authority shall perform the services related to the appraisal, acquisition, and preparation of annexation documentation for 18 parcels of land necessary for the Montwood Project. A detailed description of the services to be provided by the Authority are included in **EXHIBIT A**, as amended herein.

2. Section II.C. of the Agreement is amended to read as follows:

C. Time of Performance. The Authority shall commence the provision of services on the Effective Date. The term of the Agreement shall end on either 1) 30 months from the Effective Date or 2) the date on which the Authority completes its Scope of Services, whichever date occurs first, unless terminated earlier as permitted herein. Notwithstanding anything to the contrary, all real property rights, including any rights of way, acquired by

the Authority in connection with the Montwood Project pursuant to the terms of this Agreement shall be transferred to the City prior to the termination of this Agreement.

3. Section II.D. of the Agreement is amended to read as follows:

D. Estimated Budget. An estimated budget to complete the Scope of Services is set forth in **Exhibit B-1** to this Agreement (the “Estimated Budget”), which is incorporated herein by reference. The Parties will cooperate in effects to minimize the costs reflected in the Estimated Budget. The Parties acknowledge and agree that the Estimated Budget does not include the purchase price of the properties that Authority shall acquire on behalf of the City.

4. Section II.J. of the Agreement is replaced in its entirety with the following:

J. The Exercise of Eminent Domain Authority. The Authority’s Scope of Services is amended to include the eminent domain services described in Paragraph 8 of this Amendment, below.

5. Section III.A. of the Agreement is amended to read as follows:

A. Compensation. The City shall provide funds to the Authority as identified within **EXHIBIT B-1** for the costs of the services specified within **EXHIBIT A**, as amended herein.

6. Section III.B. of the Agreement is amended to read as follows:

B. Not-to-Exceed Amount. In no event shall the City pay more than \$583,655.86 as identified within **EXHIBIT B-1** for services performed in accordance with this Agreement. The Parties acknowledge and agree that the amounts identified do not include the purchase price of the properties that the Authority shall purchase, or otherwise acquire, on behalf of the City.

7. Section III.C.2. of the Agreement is amended to read as follows:

2. Upon negotiation of a purchase or acquisition price on one or more parcels, the Authority shall submit such information to the City prior to making a final offer to the property owner(s) or approving a settlement amount in an eminent domain proceeding. Prior to the purchase or acquisition of any property on behalf of the City, the Authority shall obtain an independent appraisal of the property’s market value on behalf of the City as required by Section 252.051 of the Texas Local Government Code. The Authority shall ensure that the appraisal is addressed to both the Authority and the City; and the Authority shall provide the City with a copy of the appraisal within a reasonable time of the appraisal’s completion. The Authority must receive approval of the final purchase or acquisition price from the City before proceeding with the purchase or acquisition. Should a property owner accept the final offer, the Authority shall request

payment for the same from the City. Similarly, should an acquisition amount be approved through an eminent domain proceeding, the Authority shall request payment for the same from the City.

8. **EXHIBIT A** of the Agreement is amended by adding the following supplemental Scope of Work activities:

4. EMINENT DOMAIN SERVICES

In the event one or more property owners reject the Authority's offers of purchase and the City desires to advance to acquisition of the parcel(s), the Authority will provide those eminent domain services necessary for the successful acquisition of such parcel(s). Any such eminent domain services shall be provided by the Authority through its outside consultants and attorneys but shall be coordinated with City staff.

9. **EXHIBIT B** of the Agreement is replaced in its entirety with **EXHIBIT B-1**, which is attached hereto for all purposes.

10. Except as amended in this First Amendment, the Agreement remains in full force and effect.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

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:

Joaquin Rodriguez
CID Grant Funded Programs Director

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Lina Ortega
Secretary

EXHIBIT B-1

ESTIMATED BUDGET

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH CITY FUNDS	AUTHORITY PAYS WITH OTHER FUNDS
ENGINEERING (Surveying etc.)	\$ 271,352.75	\$ 271,352.75	\$ 0.00
PROJECT MANAGEMENT	\$ 48,000.00	\$ 48,000.00	\$ 0.00
APPRAISALS	\$ 60,500.00	\$ 60,500.00	\$ 0.00
TITLE SERVICES	\$ 38,484.72	\$ 38,484.72	\$ 0.00
EMINENT DOMAIN	\$ 108,000.00	\$ 108,000.00	\$ 0.00
ANNEXATION	\$ 57,318.39	\$ 57,318.39	\$ 0.00
TOTAL	\$ 583,655.86	\$ 583,655.86	\$ 0.00

NOTE:

The budget identified above for the eminent domain services contemplated herein consists of a not-to-exceed amount per parcel of \$36,000, which includes services for up to three (3) parcels to be identified by the City. The eminent domain services provided by the Authority shall include those usual and customary expenses anticipated in eminent domain proceedings, including expenses for attorneys, special commissioners, appraisers (including testimony and reappraisals, if necessary), and general administrative and oversight activities. The eminent domain services do not include any expenses required for appeal processes or proceedings exceeding the usual and customary processes anticipated in eminent domain proceedings concerning similar parcels in the El Paso area.

[END OF EXHIBIT]