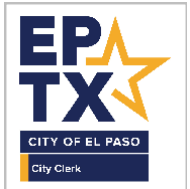


**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Aviation

AGENDA DATE: 09/03/2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Tony Nevarez

PHONE NUMBER: (915) 212-7301

2nd CONTACT PERSON NAME: Debbie Olivas

PHONE NUMBER: (915) 212-7337

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: 1.4 Grow the core business of air transportation.

SUBJECT:

A Resolution that the City Manager, or designee, is authorized to sign a First Amendment to the Concession and License Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and SWYFT, Inc. ("Concessionaire"), located at 6701 Convair Road, El Paso, Texas, 79925, to increase the number of Automated Retail Machines, increase the square footage of the Concession site, adjust the rate per square feet, and change the annual rate.

BACKGROUND / DISCUSSION:

SWYFT, Inc. is a technology company specializing in automated retail solutions. At the El Paso International Airport, SWYFT operates Automated Retail Machines (ARMs) that offer travel-friendly items such as electronics and cosmetics. These machines enhance the passenger experience by providing convenient, 24/7 retail access in the secure concourse areas.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

04/23/2028 - Concession License Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)
N/A	

*****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, or designee, is authorized to sign a First Amendment to the Concession and License Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the “City”), and SWYFT, Inc. (“Concessionaire”), located at 6701 Convair Road, El Paso, Texas, 79925, to increase the number of Automated Retail Machines, increase the square footage of the Concession site, adjust the rate per square feet, and change the annual rate.

APPROVED this _____ day of _____ 2025.


CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)
**FIRST AMENDMENT TO
CONCESSION LICENSE AGREEMENT**

This First Amendment to the Concession License Agreement (“**First Amendment**”) is entered on _____, 2025 (“**Effective Date**”), by and between the City of El Paso (“**City**”), and SWYFT, Inc., (“**Concessionaire**”), and collectively referred to as the (“**Parties**”).

WHEREAS, on April 23, 2024, the Parties entered into a Concession License Agreement (Automated Retail) (“**Agreement**”), to provide automated retail services through placement of Concessionaire’s Automated Retail Machines (“**ARMs**”), located at the El Paso International Airport; and

WHEREAS, the Parties wish to amend the Agreement to increase the number of **ARMs**, increase the square footage of the Concession Site, adjust the rate per square feet, and change the annual rate.

NOW, THEREFORE, the Parties agree as follows:

1. That **ARTICLE II-DESCRIPTION OF AR MACHINE AND LOCATION, Section 2.02 LOCATION AND SIZE OF CONCESSION SITE** is hereby amended in entirety to read as follows:

A. ARM shall be located in the following area of the Airport (“**Concession Site**”), which shall be of the following size:

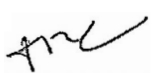
- 1) Concession Site 1: I-Store is located in Concourse B at Gate B1 consisting of 40 square feet.
- 2) Concession Site 2: Anastasia Cosmetics, located in Concourse B at Gate B2- consisting of 40 square feet.

B. The location(s) of the Concession Site is shown on the Airport terminal map, attached hereto as Exhibit “B-1” (“**Concession Site(s)**”).

C. The total square footage of all Concession Sites is 80 square feet.

2. That **ARTICLE VIII- CONCESSION FEE, MINIMUM ANNUAL GUARANTEE AND PERCENTAGE FEES Section 8.01 CONCESSION FEE** is hereby amended to reflect the non-signatory rate approved by City Council on September 1, 2024 as follows:

Concessionaire agrees to pay either \$80.16 per square foot for the Concession Site per annum (the “**Minimum Annual Guarantee**” or “**MAG**”) or pay the Gross Revenues Percentage (“**Percentage Rent**”), whichever is greater. The amount that Concessionaire is required to pay, is the “**Concession Fee**”).



3. That **ARTICLE VIII- CONCESSION FEE, MINIMUM ANNUAL GUARANTEE AND PERCENTAGE FEES, Section 8.02 MINIMUM ANNUAL GUARANTEE** is hereby amended to read as follows:

8.02 MINIMUM ANNUAL GUARANTEE

- A. The parties agree that the Concession Site contains 80 square feet of space. Therefore, the MAG is \$6,412.80 per year (\$80.16 per sq. ft. x 80 sq. ft.).
- B. The MAG shall be paid in equal monthly installments of \$534.00.
- C. Concessionaire shall pay the MAG monthly installment amount of \$534.00 on or before the 1st day of each month, in advance, without invoice. Any portion of a month of operation will be pro-rated.
- D. The balance of the Concession Fee, if any, will be due along with the report for the immediately preceding month on the 20th day of each month. Whether there is a balance due, is dependent on the calculation of Percentage Rent for the month.
4. Except as amended in this First Amendment, the Lease remains in full force and effect.

(Signatures on the following page)

TENANT:

By: J. Rick Cusick
Printed Name: J. RICK CUSICK
Title: CHIEF REVENUE OFFICER

ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF ~~EL PASO~~) ^{L.L.} Travis

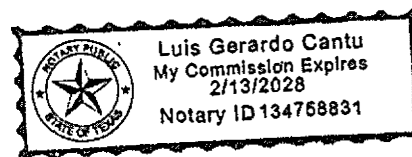
This instrument was acknowledged before me on this 23rd day of July 2025, by Luis G. Cantu, The Ups store of Austin Texas, (Tenant) on behalf of said company.

Luis G. Cantu

Notary Public, State of Texas

My Commission Expires:

2/13/2028



(Exhibit on the following page)

EXHIBIT B

