

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

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director
(915) 212-7301

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign a First Amendment to the Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a United Parcel Service Co. ("Lessee") regarding the following described property: A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas.

With a term beginning on September 15, 2020 ("Effective Date"), and ending on April 30, 2022 for a monthly fee of \$4,696.81.

BACKGROUND / DISCUSSION:

Temporary Land Use Lease: September 15 to April 30, 2022.

PRIOR COUNCIL ACTION:

- September 15, 2020 – Lessor and Lessee entered into the Temporary Land Use Lease through January 31, 2021.
- February 16, 2021 Lessor and Lessee entered into a second Temporary Land Use Lease through May 31, 2021.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a First Amendment to the Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a UNITED PARCEL SERVICE CO. ("Lessee") regarding the following described property:

A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas

APPROVED this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
COUNTY OF EL PASO)

First Amendment to Temporary Land Use Lease

This First Amendment to the Temporary Land Use Lease Agreement (the "Lease") is entered on _____, 2021 ("Effective Date") between the CITY OF EL PASO ("Lessor"), a home-rule municipality existing under the laws of the State of Texas, and BT-OH, LLC d/b/a UNITED PARCEL SERVICE CO., a Delaware Corporation ("Lessee").

WHEREAS, on September 15, 2020, Lessor and Lessee entered into the Temporary Land Use Lease ("Lease") to meet Lessee's needs, together with certain privileges, rights, uses and interests through January 31, 2021 ("September 2020 Temporary Lease"); and

WHEREAS, on February 16, 2021, Lessor and Lessee entered into a second Temporary Land Use Lease to through May 31, 2021 (the "Temporary Lease").

WHEREAS, the parties wish to amend the Temporary Lease to increase the term through April 30, 2022; and

NOW THEREFORE, the parties agree as follows:

1. **Section 2.01, Term**, of the Lease is amended as to the first sentence as follows:

Section 2.01 Term. This shall be a monthly lease, beginning on September 15, 2020 ("Effective Date"), and ending on April 30, 2022, and may be terminated by either party upon a thirty (30) day written notice to the other.

2. **Section 3.03, Time of Payment** of the Lease is amended as to the first sentence as follows.

Section 3.03 Time of Payment. The rent shall be paid in a prorated amount for the first month and thereafter in monthly installments.

3. **Section 3.04, Unpaid, Rent, Fees and Charges** of the Lease shall be amended in its entirety as follows:

Section 3.04 Unpaid, Rent, Fees and Charges. Any installment of Ground Rental, any fees, or charges or monies accruing under any provision of this Lease that are not received by the 10th day of the month in which payment is due, shall bear interest at the rate of 18% the date when the same was due according to the terms of this Lease until paid by Lessee.

4. **Ratification**. Except as herein amended, all other terms and conditions of the Lease not specifically modified by this Amendment shall remain unchanged and in full force and effect.

5. **Effective Date.** This Amendment shall be effective upon the date it is approved by the El Paso City Council.

(Signature begin on the following page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

EXECUTED, this ____ day of _____ 2021.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____ 2021, by **Tomás González as City Manager of the City of El Paso, Texas.**

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

**LESSEE: BT-OH, LLC d/b/a UNITED
PARCEL SERVICE CO.**

By: _____
Printed Name: Kevin Stoelting
Title: Real Estate Director

ACKNOWLEDGMENT

**THE STATE OF _____)
)
COUNTY OF _____)**

This instrument was acknowledged before me on this ____ day of _____ 2021,
by Kevin Stoelting, Real Estate Director of **BT-OH, LLC d/b/a UNITED PARCEL SERVICE
CO.**, on behalf of said entity.

Notary Public, State of Texas

My Commission Expires:
