

**CITY OF EL PASO, TEXAS  
AGENDA SUMMARY FORM**



**DEPARTMENT / COUNCIL OFFICE:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**AGENDA ITEM:**

**ISSUE STATEMENT:**

**BACKGROUND:**

**COUNCIL OPTIONS:**

**COMMITTEE REVIEW AND/OR RECOMMENDATION:**

**COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:**

**RELATED CITY POLICIES:**

**PRIOR COUNCIL ACTION:**

**LEGAL REVIEW:**

*Legal counsel reviewed as a part of Council packet*

*Legal counsel reviewed in advance of packet as an individual item*

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**ATTACHMENTS:**

**FOR MORE INFORMATION:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**SIGNATURE:**

*Gvette Hernandez*

(If Agenda 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 Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and Host International, Inc. ("Concessionaire"), to extend the Primary Term of the Agreement for an additional ten (10) years in consideration of Concessionaire investing an additional \$10,000,000.00 beginning on or about July 1, 2026 for capital improvements of Facilities to modernize and enhance the overall dining and seating experience for airport passengers, support stable long-term revenue, and maintain a modern concession environment at the airport.

**APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2026.**

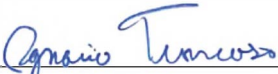
**CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Ignacio Troncoso  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Deborah Olivas  
Aviation Business & Finance  
Assistant Director

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO ) **FIFTH AMENDMENT TO THE LEASE AND  
CONCESSION AGREEMENT FOR THE  
DEVELOPMENT AND OPERATION OF  
FOOD & BEVERAGE CONCESSIONS AT  
EL PASO INTERNATIONAL AIRPORT**

This Fifth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions (the “Fifth Amendment”) is made and entered into this \_\_\_ day \_\_\_\_\_ of 2026, by and between the City of El Paso, a municipal corporation existing under the laws of the State of Texas (the “Lessor”), and Host International, Inc., a corporation organized under the laws of the State of Delaware (the “Concessionaire”).

**WHEREAS**, Lessor and Concessionaire entered into a Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions (the “Concession Agreement”), with an effective date of November 22, 2006, to provide food and beverage concession services at the El Paso International Airport (the “Airport”) on a non-exclusive basis;

**WHEREAS**, effective December 8, 2009 the Concession Agreement was amended by the First Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which amended the description of the Leased Premises and allowed for reconcepting of concessions and reallocation of square footage based upon new uses;

**WHEREAS**, effective February 28, 2012 the Concession Agreement was amended by the Second Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which delegated authority to the Director of Aviation to fulfill the Lessor’s obligations required and allowed by the Concession Agreement;

**WHEREAS**, effective February 23, 2016 the Concession Agreement was amended by the Third Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which extended the Primary Term of the Agreement an additional five (5) years, increased the Concessionaire’s refurbishment obligation to \$810,000.00 and revised the Lease Premises;

**WHEREAS**, effective October 24, 2023 the Concession Agreement was amended by the Fourth Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which extended the Primary Term of the Agreement an additional two (2) years, increased the Concessionaire’s refurbishment obligation to \$1,200,000,00 and revised the Lease Premises;

**WHEREAS**, the parties desire to extend the Primary Term of the Agreement for an additional ten (10) years in consideration for this Fifth Amendment, Concessionaire is willing to invest an additional \$10,000,000.00 beginning on or about July 1, 2026 for an additional refurbishment of Facilities.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Fifth Amendment of the Concession Agreement as follows:

1. Section 3.1 B is amended to read as follows:

B. The Primary Term shall be extended to continue until June 30, 2038.

2. Section 7.3 Mid-Term Refurbishment is amended to read as follows:

In addition to the ongoing, routine maintenance described in Section 9.2 herein, Concessionaire shall budget for and expend such funds as necessary, but not less than TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00) to maintain a First-Class standard of quality of the Facilities (hereinafter referred to as the “Extension Term Refurbishment”). The scope and extent of necessary renovation, remodeling, upgrade, redecorating and/or reconcepting for each Facility shall be jointly determined by Director and Concessionaire. The Extension Term Refurbishment costs shall not include financing costs, interest, inventory, or intra-company charges related to construction and shall be spent without additional consideration or privileges and without extension of the Term, other than the extended Term in Section 3.1 B. If Concessionaire and Director cannot jointly agree upon the necessary scope and extent of refurbishment for any particular Facility, the Director may determine the refurbishment required and Concessionaire agrees to be bound by such decision.

The contemplated timing and scope of the Extension Term Refurbishment shall be documented in the Transition Plan to be provided by Concessionaire, and shall include a phasing plan that accounts for design, permitting, procurement/sourcing, and construction for initial capex spend from roughly June 2026 to June 30, 2028 (approximately Seven Million Dollars), and additional mid-term to be spent between January 1, 2029, and December 31, 2035 (approximately Three Million Dollars). The details of the changes shall be handled in accordance with Article 8 (Installation of Improvements) of the Concession Agreement as amended.

3. In accordance with Section 2.2, the parties agree that Concessionaire will update the design of the current space allocations throughout the terminal. The capital improvements will be in amount of at least TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00) as stated in the amended Section 7.3 above to modernize and enhanced the overall dining and seating experience for airport passengers, support stable long-term revenue, and maintain a modern concession environment at the airport. The details of the changes shall be handled in the manner envisioned by Section 2.2 and related sections of the Concession Agreement as amended.

4. **Section 10.3 Pricing, Subsection (B) and (C) are hereby amended as follows:**

B. For nationally and locally branded Facilities, the selling for products and services at the Airport shall not exceed by more than twelve percent (12%) of the selling price for

the same products and services at the closest off-Airport location offering the same name:  
and

C. For all non-branded or proprietary Facilities, the selling price for the products and services at the Airport shall not exceed by more than twelve percent (12%) of the average selling price for similar or equivalent products and services at off-Airport retail and food service establishments that are generally comparable to said Facilities in terms of concept, branding, service style and merchandise selection or menu.

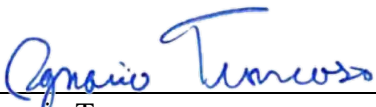
5. **Ratification.** Except as herein amended, all other terms and conditions of the Concession Agreement, as amended by that First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, not specifically modified by this Fifth Amendment shall remain unchanged and in full force and effect.
6. **Effective Date.** This Fifth Amendment shall be effective upon the date it is approved by the El Paso City Council.
7. Except as amended in this Fifth Amendment, the Concession Agreement and all prior Amendments remain in full force and effect.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ignacio Troncoso  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Deborah Olivas  
Aviation Business & Finance  
Assistant Director



**CONCESSIONAIRE:**  
Host International, Inc.

By: [Signature]  
Printed Name: Jason Crandlemine  
Title: Treasurer

By: [Signature]  
Printed Name: Paul Mamalian  
Title: President

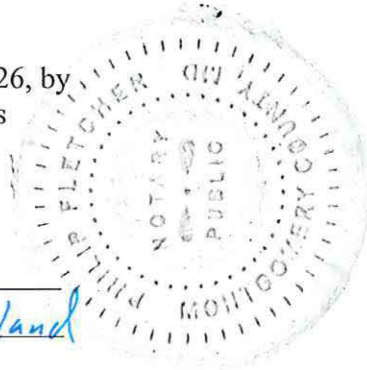
**ACKNOWLEDGMENT**

THE STATE OF MARYLAND )  
  )  
COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on this 27<sup>th</sup> day of April, 2026, by Jason Crandlemine, as Treasurer, and Paul Mamalian, as President of **Host International, Inc.** (Concessionaire).

PHILIP ANDREW FLETCHER  
Notary Public - State of Maryland  
Montgomery County  
My Commission Expires May 13, 2029

[Signature]  
Notary Public, State of Maryland



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name	<u>Jason Crandlemire, Treasurer, Host International, Inc.</u>
Business Name	<u>Host International, Inc.</u>
Agenda Item Type	<u>Resolution/Fifth Amendment to Concession Agreement</u>
Relevant Department	<u>Department of Aviation</u>

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signed by: Jason Crandlemir  
46432EA1D29F417

Date: May 22, 2026