

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

DEPARTMENT: Aviation

AGENDA DATE: January 19, 2021

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

DISTRICT(S) AFFECTED: 2

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

SUBJECT:

That the City Manager be authorized to sign the First Amendment to the September 1, 1972 Lease between the City of El Paso ("Lessor") and El Paso Independent School District ("Lessee") for the property described as Lots 8 and 9, Block 2-C; Lots 1,2,13, the north 77 feet of Lot 12 and the south ½ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas also known as 6531 Boeing Drive, El Paso, Texas.

The Rights Upon Expiration are amended to allow the asphalt and landscaping in the excepted area to remain. Improvements outside the excepted area will be removed at expiration of the lease. EPISD is required to perform an environmental site assessment of the removed and excepted areas. If remediation is required, EPISD will remediate the areas.

BACKGROUND / DISCUSSION:

EPISD is relocating its administrative offices downtown to 1014 North Stanton, El Paso, Texas. The Planetarium has been relocated to Crosby Elementary School and the Transportation operations has moved to the new Delta Operations Center.

PRIOR COUNCIL ACTION:

September 1, 1972 – Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue – generating item.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Samuel Rodriguez, P.E.
Aviation Director

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

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 September 1, 1972 Lease by and between the City of El Paso ("Lessor") and the El Paso Independent School District ("Lessee") regarding the following described property:

Lots 8 and 9, Block 2-C; Lots 1, 2, 13, the north 77 feet of Lot 12 and the South ½ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas.

APPROVED this ____ day of _____ 2021.

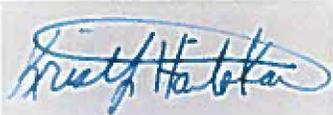
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen Lynn Hamilton-Karam
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
COUNTY OF ELPASO)

**FIRST AMENDMENT TO
INDUSTRIAL SITE LEASE DATED
SEPTEMBER 1, 1972**

This First Amendment to the Industrial Site Lease Effective Date September 1, 1972 by and between the City of El Paso ("Lessor") and the El Paso Independent School District ("Lessee") collectively (the "Parties") is entered into this ____ day of _____, 2021.

WHEREAS, effective September 1, 1972, the Lessor entered into an Industrial Site Lease ("Lease") with Lessee covering the following described property:

Lots 8 and 9, Block 2-C;
Lots 1, 2, 13, the north 77 feet of Lot 12 and the
south ½ of Lot 14, all of Block 3,
El Paso International Airport Tracts,
El Paso International Airport
El Paso, Texas ("Premises").

WHEREAS, on or about May 14, 1976 Lessee transferred and assigned all of its right title and interest in a certain portion of Premises to El Paso Teachers Federal Credit Union to the leasehold estate and all improvements thereon. To the following described property:

From a Monument marking the beginning of a curve to the left, along the Monument Line of Continental Drive, thence S 01°01' 53" E along the Monument Line, 77.05 ft. to a Nail, thence, S 88° 58' 07" W, 29.00 ft., to mark on concrete, being the point of beginning of this Description; Thence S 88° 58' 07" W, 180.00 feet to a nail, Thence, N 01° 01' 53" W, 309.55 feet to a nail, Thence, N 88° 58' 07" E, 137.00 feet to a chiseled cross marked on a concrete walk, Thence 237.76 feet along the arc of a curve to the right, whose radius is 650.00 ft., whose interior angle is 20° 57' 30", and whose long chord bears S 11° 30' 38" E, a distance of 236.44 ft., Thence, S 01° 01' 53" E, 77.05 feet to the point of beginning containing in all 52,423 sq. ft. or 1.2 acres of ground, more or less;

WHEREAS, on or about June 17, 1976, the Lessor consented to the above described assignment;

WHEREAS, pursuant to Article IX – Rights Upon Termination, the Lessor shall be entitled to have the leased land returned to Lessor clear of all improvements above ground level, which have been constructed by Lessee;

WHEREAS, the Parties desire to amend Article IX of the Lease to allow certain ground level improvements such as asphalt and landscaping to remain in specified areas in order to reduce cost to Lessee and reduce the particulate air matter in and around the El Paso International Airport.

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 as follows:

1. Article IX, Rights Upon Expiration, is hereby amended in its entirety as follows:

Article IX, Rights Upon Expiration

Upon the expiration, termination or cessation of this Lease for any reason (“expiration”), Lessee, at its own cost and expense, shall be responsible for the removal of all improvements from the Premises, except for the asphalt and landscaping identified in Exhibit 1, incorporated herein for all purposes (“Excepted Area from Removal”), and must complete such removal within one hundred eighty (180) days from the expiration of this Lease.

No later than ninety (90) days after the removal of improvements described above, but for the Excepted Area of Removal, Lessee, at its own cost and expense, shall submit to Lessor a written copy of a current certified environmental site assessment of the Premises that complies with all applicable legal requirements, which shall include among other routine components, a soil analysis incorporating borings as may be required by Lessor, including the Excepted Area of Removal. If the environmental site assessment requires remediation, Lessor will notify Lessee within 30 days that the Premises shall require environmental remediation (“Notification”). If remediation is required, Lessee shall complete any work necessary, no later than 180 days after Lessor provides Notification, to cause the Premises to be in compliance with applicable environmental laws. If the environmental site assessment requires remediation of the Excepted Area from Removal, then Lessee shall remove the asphalt and landscaping identified in Exhibit 1 and remediate the subject area within 180 days of Notification. Upon Lessee’s completion of the removal of asphalt and landscaping identified in Exhibit 1 and the remediation required by the environmental site assessment, Lessee shall notify Lessor. Lessor shall notify Lessee if remediation is not complete pursuant to Lessor’s Notification within 30 days after receipt of Lessee’s notice that remediation is complete, and the Parties shall agree to the timeframe to complete any remaining remediation. The City Manager or designee is authorized to agree to the timeframe for such completion on behalf of the Lessor and the Superintendent or designee is authorized to agree to the timeframe for such completion on behalf of the Lessee.

If the environmental site assessment does not require remediation, including the Excepted Area from Removal, then this Lease will automatically terminate 30 days after such notice to Lessor by Lessee, and Lessee shall have no further obligation to Lessor under the Lease.

Excluding the Excepted Area from Removal, any occupancy by Lessee for the purposes of removing the improvements, completing the environmental site assessment and any required remediation of the Premises shall be subject to the Ground Rental due hereunder, not any rental as identified in paragraph Article IV,

D, Holding Over, and provided further that the Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days. Excluding the Excepted Area from Removal, if Lessee should occupy the Premises beyond the identified one hundred eighty (180) days for purposes of removing the improvements, completing the environmental site assessment and any required remediation of the Premises or if Lessee should occupy the Premises beyond the identified one hundred eighty (180) day for purposes other than removing the improvements, completing the environmental site assessment and any required remediation of the Premises, Lessee shall be subject to the paragraph Article IV, D, Holding Over. If Lessee fails to provide the environmental site assessment and any required remediation of the Premises, Lessor may provide such at Lessee's expense.

2. Except as expressly modified here all other terms and conditions of the Industrial Site Lease effective September 1, 1972, shall remain in full force and effect and shall remain as written.
3. Regardless of the date executed, the Effective Date of this First Amendment to the Industrial Site Lease shall be January 19, 2021.

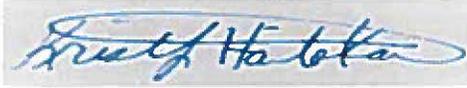
IN WITNESS WHEREOF, this First Amendment to the Industrial Site Lease Effective Date September 1, 1972 has been approved by the parties hereto as of the date first noted above.

(Signatures begin on the following page)

LESSOR: City of El Paso

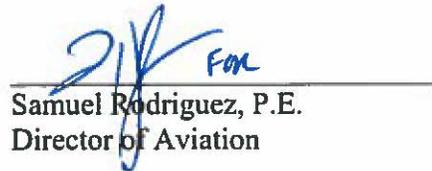
Tomás González
City Manager

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

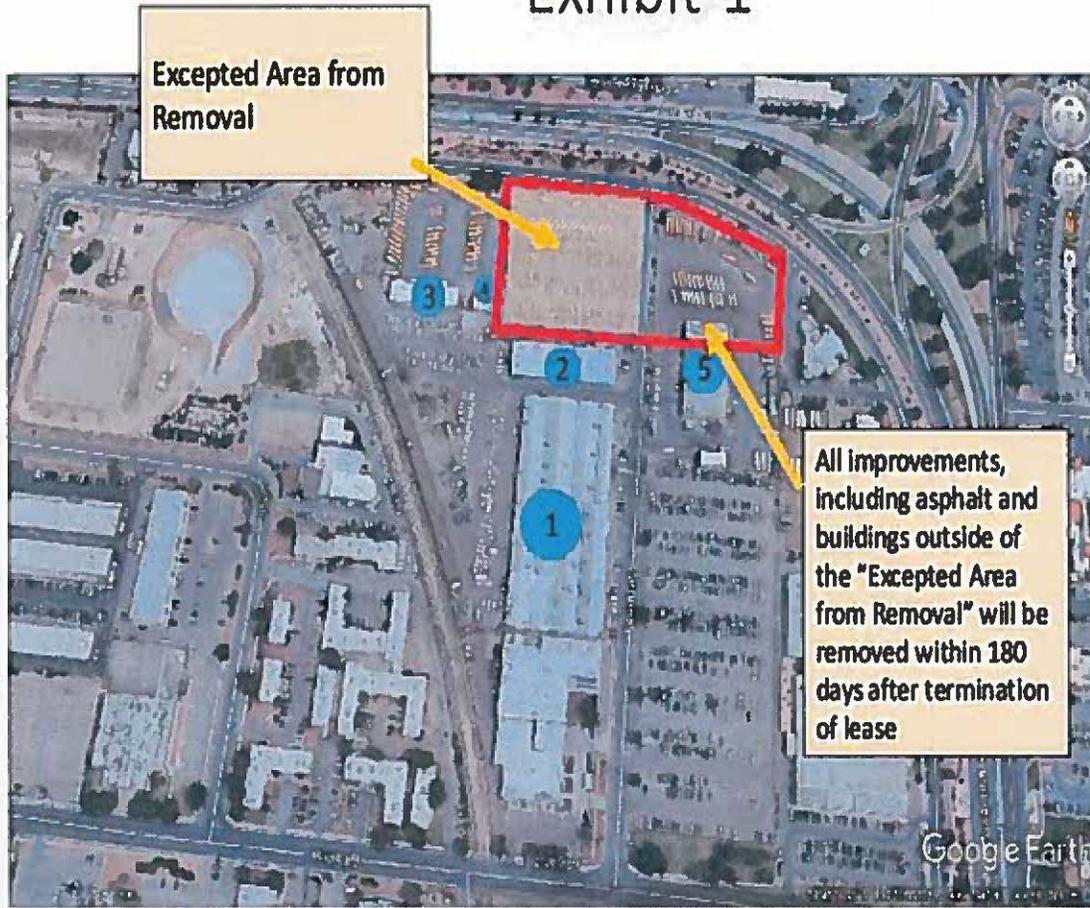
This instrument was acknowledged before me on this ____ day of _____ 2021 by Tomás González, as City Manager of the City of El Paso (Lessor).

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES ON THE FOLLOWING PAGES]

Exhibit-1



- Key to Buildings:**
- 1-ADMINISTRATION
 - 2-OPERATIONS
 - 3-MAINTENANCE SHOP
 - 4-DRIVER'S LOUNGE
 - 5-TRANSPORTION HUB

Note: Area highlighted in **RED** represents the leased area.