

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

DEPARTMENT: Economic & International Development Department

AGENDA DATE: CCA Regular, July 10, 2018

CONTACT PERSON/PHONE: Jose Carlos Villalva, Real Estate Manager, (915) 212-1631

DISTRICT(S) AFFECTED: District 2

SUBJECT:

That the City Manager be authorized to sign the Second Amendment to Lease Agreement by and between West El Paso Boeing TX, LLC, ("Landlord"), and the City of El Paso ("Tenant") for a building and a parcel containing approximately 112,341 square feet of land located in the City of El Paso, El Paso County, Texas to allow the Landlord to make alterations, improvements, and repairs to the leased premises and to be reimbursed.

Tenant may only request repairs/improvements up to \$50,000 per project with Supervisor approval, anything request exceeding \$50,000 will go to Council for review and approval.

BACKGROUND/DISCUSSION:

Tenant desires that the Lease be amended so at the tenant's request, the Landlord can make the repairs/improvements and then be reimbursed by tenant.

PRIOR COUNCIL ACTION:

Council Approved First Lease Amendment January 10, 2017

Council Approved Lease Agreement September 20, 2016

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD/COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD: _____

RESOLUTION

WHEREAS, on Oct. 4, 2016, the El Paso City Council authorized the City Manager to sign a Lease Agreement with the Landlord for a building and a parcel containing approximately 112,341 square feet of land located in the City of El Paso, El Paso County, Texas (the "Lease"); and

WHEREAS, on Jan. 10, 2017, the Lease was amended by a First Amendment to Lease Agreement so that the Landlord would build identified tenant improvements; and

WHEREAS, the Tenant desires that the Lease be amended so that at the request of the Tenant, the Landlord will make alterations, improvements and repairs and be reimbursed by Tenant,

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

That the City Manager be authorized to sign the Second Amendment to Lease Agreement by and between West El Paso Boeing TX, LLC, ("Landlord"), and the City of El Paso ("Tenant") for a building and a parcel containing approximately 112,341 square feet of land located in the City of El Paso, El Paso County, Texas to allow the Landlord to make alterations, improvements, and repairs to the leased premises and to be reimbursed.

Dated this ____ day of _____, 2018.


CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Jessica L. Herrera
Director Economic & International
Development Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SECOND AMENDMENT TO
LEASE AGREEMENT**

This Second Amendment to Lease Agreement by and between West El Paso Boeing TX, LLC, a Delaware limited liability company ("Landlord"), and The City of El Paso ("Tenant") is made this ____ day of _____, 2018.

WHEREAS, on Oct. 4, 2016, the El Paso City Council authorized the City Manager to sign a Lease Agreement with the Landlord for property located at [REDACTED], Texas (the "Lease"); and

WHEREAS, on Jan. 10, 2017, the Lease was amended by a First Amendment to Lease Agreement so that the Landlord would build identified tenant improvements; and

WHEREAS, the Tenant desires that the Lease be amended so that at the request of the Tenant, the Landlord will make alterations, improvements and repairs and be reimbursed by Tenant,

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. **Section 15.2, By Tenant**, of the Lease is hereby deleted in its entirety and replaced with the following:

Section 15.2 By Tenant. Notwithstanding anything contained hereto to the contrary, Tenant shall not make any changes, alterations or improvements affecting the Premises or the structure of any portion of the Complex without the prior written consent of the Landlord which may be withheld in its sole and absolute discretion. Prior to the commencement of any work performed by Tenant with respect to the Premises, Tenant shall be required to obtain Landlord's prior written approval of the plans and specifications therefor (which approval as to non-structural changes, alterations and improvements affecting only the interior of the Premises shall not be unreasonably withheld or delayed provided the same does not affect the HVAC efficiency, all of Landlord's requirements for bonding, insurance and other contractor requirements have been satisfied and such plans conform with the quality of materials and standards of design, motif and decor of the Building). Any work performed by Tenant shall be performed at Tenant's sole cost and expense and shall be maintained and repaired at the expense of Tenant and all such work shall be free of all liens, encumbrances and security interests of any type. Tenant shall supply paid bills, releases of liens, affidavits and other evidences which Landlord may reasonably request to demonstrate that all of Tenant's works are free and clear of all liens and encumbrances. Any work done by Tenant under

the provisions of this Section 15.2 shall not unreasonably interfere with the use by the other tenants of their premises in the Building, nor interfere with Landlord's ownership, operation and maintenance of the Common Areas.

In addition, Landlord agrees, at Tenant's request and expense, it will contract for Tenant requested alterations, improvements, and repairs ("Tenant Improvements") completed to the Tenant's specifications. Tenant designates the Chief of Police to act on its behalf to request and accept Tenant Improvements. Landlord and Tenant will agree to a cost, which amount shall not exceed Fifty Thousand and no/100 Dollars (\$50,000) per project, and a construction schedule for the Tenant Improvements. In addition, Landlord will submit the plans, specifications, layouts, and architectural renderings of the Tenant Improvements to the Tenant for its review and approval. The Tenant shall provide its comments to the Landlord within ten (10) days of receiving the Improvement Plans.

The Landlord's contractor will not commence the construction and installation of the Project Improvements until the City has provided the Landlord with its comments of the Improvements Plans. Tenant will reimburse the Landlord for the cost of the alterations, improvements, or repairs once completed and accepted by the Tenant.

2. Except as expressly modified herein, all other terms and conditions of the Lease and the First Amendment to Lease Agreement, shall remain in full force and effect and shall remain as written.

Signatures Begin on Next Page.

IN WITNESS WHEREOF, this Second Amendment to Lease Agreement has been approved by the parties hereto as of the date noted above.

LANDLORD:

WEST EL PASO BOEING TX, LLC, a Delaware limited liability company

By: [Signature] [Signature]

Name: PETER ARONSON W GREG GEIGER
AUTHORIZED SIGNER AUTHORIZED SIGNER

Title: _____

Dated: JUNE 25, 2018

LANDLORD'S ACKNOWLEDGEMENT

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____, the _____ of West El Paso Boeing TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public – State of _____

My commission expires: _____

SEE ATTACHED
[Signature]

Signatures continue on next page.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On June 25, 2018 before me, Trisha Murphy, Notary
(insert name and title of the officer)

personally appeared Peter Aronson and Wm Greg Geiger,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



TENANT:

CITY OF EL PASO, TEXAS

By: _____
Tomás González, City Manager

Dated: _____, 2018

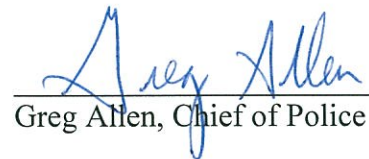
APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Jessica Herrera, Director
Economic & International Development
Department



Greg Allen, Chief of Police

TENANT'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2018, by
Tomás González, the City Manager of the City of El Paso, Texas.

Notary Public – State of Texas

My commission expires: _____