

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

**DEPARTMENT:** Economic Development

**AGENDA DATE:** October 7, 2014

**CONTACT PERSON NAME AND PHONE NUMBER:** Memo Sotomayor 915-212-1572

**DISTRICT(S) AFFECTED:** 1

**SUBJECT:**

That the City Manager be authorized to sign the First Amendment o Lease Agreement between the CITY OF EL PASO and MADISON RIVER INVESTMENTS, LLC for Suite 300 at the Wells Fargo Building, 221 N. Kansas Street to revise the location of the temporary parking spaces to the adjacent Wells Fargo parking facility; there is no change to the lease rental amount.

**BACKGROUND / DISCUSSION:**

The existing lease for the Tax Office at the Wells Fargo building states that the parking spaces for employees may be provided in any parking facility within walking distance to 211 N. Kansas. This lease amendment is to restrict the location of the parking provided for employees to the Wells Fargo Parking Garage between Campbell and Kansas and between Texas and Mills. There are no other impacts to the existing lease agreement.

**PRIOR COUNCIL ACTION:**

November 29, 2011 – Approved a resolution to sign a lease agreement with Madison River Instruments, LLC in order to move the operations of the City of El Paso Consolidated Tax Office to the Wells Fargo Bank building.

**AMOUNT AND SOURCE OF FUNDING:**

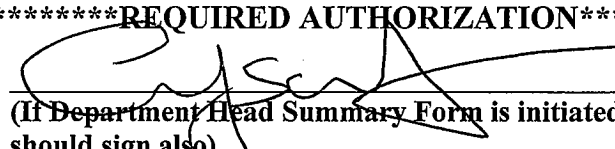
No further funding required

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



(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 the First Amendment o Lease Agreement between the CITY OF EL PASO and MADISON RIVER INVESTMENTS, LLC for Suite 300 at the Wells Fargo Building, 221 N. Kansas Street to revise the location of the temporary parking spaces to the adjacent Wells Fargo parking facility; there is no change to the lease rental amount.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

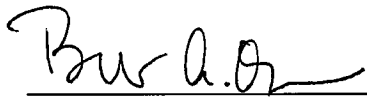
THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser, Mayor

ATTEST:

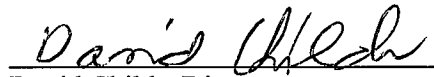
\_\_\_\_\_  
Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bertha A. Ontiveros  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cary Westin, Director  
Economic & International Development

  
\_\_\_\_\_  
David Childs, Director  
Consolidated Tax Office

## FIRST AMENDMENT TO LEASE

This First Amendment to Lease Agreement (the "*First Amendment*") is entered into by and between MADISON RIVER INVESTMENTS, LLC ("*Landlord*") and CITY OF EL PASO, TEXAS (CONSOLIDATED TAX OFFICE) ("*Tenant*").

WHEREAS, the parties entered into that certain Lease Agreement dated November 29, 2011 for lease of approximately 7,977 square feet of net rentable area identified as Suite 300 (the "*Premises*") in the building (the "*Building*") located at 221 N. Kansas in the City of El Paso, Texas.

WHEREAS, the parties have agreed, pursuant to the terms and conditions set forth in this First Amendment, to amend certain terms of the Lease related to parking spaces.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings as ascribed to them in the Lease.

2. **Parking Spaces.** During the term of the Lease, Tenant shall have the right to use the following parking spaces, the cost of which are included in the annual rent stated above. Twenty (20) non-reserved full time employee parking spaces, six (6) non-reserved temporary employee parking spaces during the months of November through April, and two (2) temporary employee parking spaces during the months of October through August, all of which shall be located in the detached parking garage located adjacent to the Wells Fargo Building.

3. **Miscellaneous.**

a. **Amendment.** Tenant and Landlord acknowledge and agree that, except for this First Amendment, the Lease has not been amended or modified in any respect.

b. **Counterparts.** This First Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

c. **Entire Agreement.** The Lease, as amended by this First Amendment, is hereby ratified and affirmed and, except as expressly amended hereby, all other items and provisions of the Lease remain unchanged and continue to be in full force and effect. The terms of this First Amendment shall control over any conflicts between the terms of the Lease and the terms of this First Amendment. The Lease and this First Amendment set forth all covenants, agreements and understandings between Landlord and Tenant with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto except as set forth in the Lease and this First Amendment. All prior agreements, proposals, negotiations, understandings and correspondence between the parties concerning the subject matter hereof, whether written or oral, are hereby superseded and merged herewith.

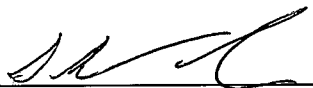
d. **Full Force and Effect.** Except as expressly amended hereby, all other terms and provisions of the Lease remain unchanged and continue to be in full force and effect.

e. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

EXECUTED this \_\_\_\_\_ day of September, 2014.

**"LANDLORD":**

**Madison River Investments , LLC,**  
a Texas limited liability company

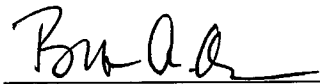
By:   
Name: Steven Weber  
Title: Vice President

**"TENANT":**

**City of El Paso, Texas**  
**(Consolidated Tax Office)**

By: \_\_\_\_\_  
Tomás González  
City Manager

Approved as to Form:

  
Bertha A. Ontiveros  
Senior Assistant City Attorney

Approved as to Content:

  
David Childs, Director  
Consolidated Tax Office

\_\_\_\_\_  
Cary Westin, Director  
Economic & International Development

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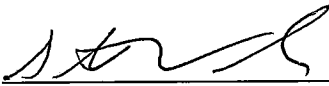
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EXECUTED this \_\_\_\_\_ day of September, 2014.

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a Texas limited liability company

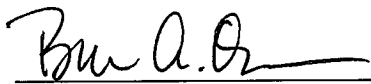
By:   
Name: Steven Weber  
Title: Vice President

**"TENANT":**


**City of El Paso, Texas**  
**(Consolidated Tax Office)**

By: \_\_\_\_\_  
Tomás González  
City Manager

Approved as to Form:

  
Bertha A. Ontiveros  
Senior Assistant City Attorney

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