

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: February 11, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Interim City Engineer, 541-4428
Mass Transit Department, Jay Banasiak, 534-5811

DISTRICT(S) AFFECTED: All

SUBJECT:

1. That the City Manager be authorized to sign the First Amendment Natural Gas Fuel Processing Facility Agreement by and between the City of El Paso and Mansfield Gas Equipment Systems Corporation, a Georgia corporation and wholly owned subsidiary of Mansfield Energy Corporation, extending the date for completion of construction of the fuel processing facility from December 1, 2013 to February 1, 2014 and clarifying the term of the Agreement.

2. That the City Manager be authorized to sign the First Amendment to the Fuel Compressing Station Lease by and between the City of El Paso and Mansfield Gas Equipment Systems Corporation to revise the date when the Compressed natural Gas fuel processing facility and station will be fully operational to February 1, 2014 and to clarify the termination date of the Initial Term identified in the Lease for the following described property:

A portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, El Paso, El Paso County, Texas, consisting of 64,400 square feet of land or 1.478 acres, more or less.

3. That the City Manager be authorized to sign the First Amendment to Lease Agreement by and between the City of El Paso and Mansfield Gas Equipment Systems Corporation, a Georgia corporation and wholly owned subsidiary of Mansfield Energy Corporation, revising the metes and bounds description of the leased premises, extending the date for completion of construction of the fuel processing facility from December 1, 2013 to February 1, 2014 and clarifying the term of the Agreement, for the following described property:

5,000 square feet of a portion of Section 17, Block 81, Township 2, T&P RR Co. Surveys, El Paso County, Texas (municipally numbered and known as 5081 Fred Wilson Avenue).

4. That the City Manager be authorized to sign the First Amendment to Lease Agreement by and between the City of El Paso and Mansfield Gas Equipment Systems Corporation, a Georgia corporation and wholly owned subsidiary of Mansfield Energy Corporation, revising the metes and bounds description of the leased premises, extending the date for completion of construction of the fuel processing facility from December 1, 2013 to February 1, 2014 and clarifying the term of the Agreement, for the following described property:

9,100 square feet of a portion of Lot 1, Municipal Center Subdivision as recorded in Deed Book No. 2499308, Pg. 16, Instrument No. 49308, County Clerk, El Paso County, Texas, (municipally numbered and known as 1059 Lafayette Dr).

BACKGROUND / DISCUSSION:

City Council approved award of Solicitation No. 2012-182R for Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel

Processing Facility to Mansfield Gas Equipment Systems Corporation on November 27, 2012. The First Amendment to Agreement and related leases is to extend the date for completion of construction and clarify the term of the Agreement from December 1, 2013 to February 1, 2014.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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 Natural Gas Fuel Processing Facility Agreement by and between the City of El Paso and Mansfield Gas Equipment Systems Corporation, a Georgia corporation and wholly owned subsidiary of Mansfield Energy Corporation, extending the date for completion of construction of the fuel processing facility from December 1, 2013 to February 1, 2014 and clarifying the term of the Agreement.

ADOPTED this _____ day of _____ 2013.

THE CITY OF EL PASO

John. F. Cook
Mayor

ATTEST:

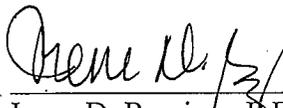
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
Interim City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FIRST AMENDMENT
NATURAL GAS FUEL
PROCESSING FACILITY AGREEMENT

This First Amendment to that certain Natural Gas Fuel Processing Facility Agreement is made this ____ day of _____, 2013, by and between the **City of El Paso**, a Texas municipal corporation organized and existing under the laws of the State of Texas, (the "**Owner**"), and **Mansfield Gas Equipment Systems Corporation** (MGES), a Georgia corporation and wholly owned subsidiary of Mansfield Energy Corporation, (the "**Contractor**").

WHEREAS, on November 27, 2012, the Owner entered into a Natural Gas Fuel Processing Facility Agreement (the "**Agreement**") with the Contractor for a Project known as "**Fuel Processing Provider-Compressed Natural Gas (CNG) Fuel for City Vehicles and Related Lease of City Property for Natural Gas Fuel Processing Facility**" (the "**Project**");

WHEREAS, the Agreement may be amended under the provisions of Article 11.9; and

WHEREAS, the parties hereto desire to amend the Agreement to extend the date for completion of construction of the fuel processing facilities from December 1, 2013 to February 1, 2014 and to clarify the term of the Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That Article III Term, Section 3.1, be amended to read as follows:

ARTICLE III
TERM

3.1 The term of this Agreement shall begin on the Effective Date of the Agreement and terminate on January 31, 2024. Contractor shall complete construction of all three fuel processing facilities and all three fuel processing facilities shall be fully operational by February 1, 2014. The City, in its sole discretion may extend this Agreement for (1) additional five (5) year term by giving written notice to the Contractor 120 days before the expiration of the original term.

2. All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

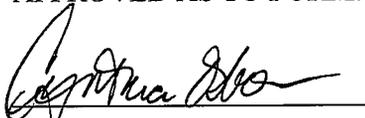
CITY OF EL PASO:

Joyce A. Wilson,
City Manager

**CONTRACTOR:
MANSFIELD GAS EQUIPMENT
SYSTEMS CORPORATION**

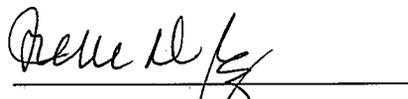
By: J. Alexander
Title: Vice President/Treasurer

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
Interim City Engineer

(Acknowledgements begin on following page)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2013,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

ACKNOWLEDGEMENT

THE STATE OF Georgia §
 §
COUNTY OF Hall §

This instrument was acknowledged before me on this 18 day of January 2013,
by J. Alexander, as Vice President/Treasurer of Mansfield Gas Equipment Systems
Corporation.

Lynn S. Fink

Notary Public, State of Georgia

My commission expires:

6-1-15

