

**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

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

**DEPARTMENT HEAD:**



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(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 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 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.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2013.

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

Theresa Cullen  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña  
Monica Lombraña, A.A.E.  
Director of Aviation

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

FIRST AMENDMENT  
TO THE FUEL COMPRESSING  
STATION LEASE

This First Amendment to the Fuel Compressing Station Lease 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 "Lessor"), and **Mansfield Gas Equipment Systems Corporation**, a Georgia corporation and wholly owned subsidiary of Mansfield Energy Corporation, (the "Lessee").

**WHEREAS**, on November 27, 2012, Lessor and Lessee entered in a Fuel Compressing Station Lease ("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, as more fully described on **Exhibit "A"** attached hereto and incorporated herein for all purposes, (the "Premises"); and

**WHEREAS**, the parties hereto desire to revise the date when the Compressed Natural Gas fuel processing facility and station will be fully operational and to clarify the termination date of the Initial Term identified in the Lease.

**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 Paragraph 1.03, Right of Construction, of the Lease shall be amended to read as follows:

**1.03 Right to Construct.** In addition to the general privileges, uses, rights, and interests attaching to the Premises hereinbefore described and without limiting the generality thereof, Lessee shall have the right to provide for the location, construction, erection, and as applicable, the removal of any Lessee-installed or owned improvements, in any lawful manner, upon or in the Premises, for the purpose of carrying out the activities provided for herein, subject, however, to the conditions herein set forth. Lessee agrees that it will begin construction and promptly complete construction of the fuel processing facility. Lessee agrees that it shall complete the construction of the Compressed Natural Gas fuel processing facility and the station shall be fully operational by February 1, 2014. Lessor will provide the following identified the site preparation for the Premises prior to construction of the Lessee-owned improvements. Site preparation is defined as mobilization, rough grading and compaction, water service laterals, silt fencing and erosion control, and any other incidentals necessary for site preparation. Lessee will accept Premises

subject to the terms and conditions of Section 3.02, Condition of Premises, of this Lease

2. That Paragraph 4.01, Term, of the Lease shall be amended to read as follows:

**4.01 Term of the Lease.** The Initial Term of this Lease shall commence on the Effective Date of this Lease and terminate January 31, 2024. This term shall hereinafter be referred to as the "Initial Term".

3. Regardless of the date executed, the Effective Date of this First Amendment to the Fuel Compressing Station Lease shall be \_\_\_\_\_, 2013.

4. Except as expressly modified herein, all other terms and conditions of the November 27, 2012 Fuel Compressing Station Lease shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF, this First Amendment to the Fuel Compressing Station Lease has been approved by the parties hereto as of the dated first noted above.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

Theresa Cullen  
Theresa Cullen  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

Monica Lombraña  
Monica Lombraña, A. A. E.  
Director of Aviation

**ACKNOWLEDGMENT**

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 (Lessor).

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

**[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]**

**LESSEE:  
MANSFIELD GAS EQUIPMENT  
SYSTEMS CORPORATION**

\_\_\_\_\_  
By: J. Alexander  
Title: Vice President/Treasurer

**ACKNOWLEDGEMENT**

**THE STATE OF GEORGIA     §  
  §  
COUNTY OF HALL         §**

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

\_\_\_\_\_  
Notary Public, State of Georgia

My commission expires:  
  
\_\_\_\_\_