

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Airport  
**AGENDA DATE:** May 13, 2008  
**CONTACT PERSON/PHONE:** Patrick T. Abeln-780-4724  
**DISTRICT(S) AFFECTED:** 3

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Resolution authorizing the City Manager to sign a Lessor's Approval of Sublease by and between the City of El Paso (Lessor), Trajen Flight Support, LP a/k/a Atlantic Aviation ("Lessee") and Warren Green ("Sublessee") for office, ramp and parking area space for a one year term.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action?**

Warren Green has been a sublessee at EPIA for several years operating as an on-demand, non-scheduled light freight ground handler and is now requesting to sublease office, ramp and parking space for handling of his client's aircraft. Mr. Green offers a much needed service to small freight carriers.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one? If so, when?**

Lessor's Approvals of Sublease are commonly executed documents at the Airport with the last one having been approved by Council on March 30, 2007.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

This is a revenue generating sublease for the Lessee.

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

This Lessor's Approval of Sublease was approved by the Airport Advisory Board on March 20, 2008.

**COUNCIL ACTION REQUIRED: City Council did not delegate the authority to sign airport leases, concession agreements or operating agreements.**

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

**LEGAL:** (if required)

  
Raymond L. Telles, Asst City Attorney

**FINANCE:** (if required)

**OTHER:**

Patrick T. Abeln, A. A. E., Director of Aviation

(Example: if RCA is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# RESOLUTION

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

THAT the City Manager be authorized to sign a Lessor's Approval of Sublease between the City of El Paso ("Lessor"), Trajen Flight Support, LP a/k/a Atlantic Aviation ("Lessee") and Warren Green ("Sublessee") regarding a portion of the premises located at 1751 Shuttle Columbia, El Paso, Texas.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

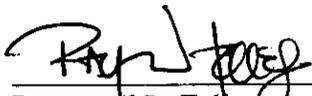
CITY OF EL PASO

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Raymond L. Telles  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Patrick T. Abeln, A.A.E.  
Director of Aviation

STATE OF TEXAS           §  
  §           LESSOR'S APPROVAL OF SUBLEASE  
COUNTY OF EL PASO   §

This Lessor's Approval of Sublease is made and entered into by and between the City of El Paso ("Lessor"), Trajen Flight Support, LP a/k/a Atlantic Aviation ("Lessee") and Warren Green ("Sublessee") on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WHEREAS, Lessor entered into a Fixed Based Operators Lease with Superior Aviation Fuel Enterprises, L.L.C., which includes an effective date of September 1, 2003 ("Lease"); which was subsequently assigned to Lessee pursuant to a Lessor's Approval of Assignment dated April 12, 2005, covering the following described property:

**A parcel of property known as Site 3, El Paso International Airport Tracts, Unit 11, El Paso, El Paso County, Texas containing 435,542.892 square feet of land and municipally known and numbered as 1751 Shuttle Columbia Drive, El Paso, Texas (the "Premises");**

WHEREAS, the Lessee desires to sublease a portion of the Premises to Sublessee;

WHEREAS, the Lease requires the prior written consent of the Lessor for a sublease of ~~all or part of the Premises; and~~

WHEREAS, Lessor is willing to grant the authorization required for a sublease subject to the terms and conditions set forth in this Lessor's Approval of sublease as accepted and agreed to by Lessee and Sublessee;

NOW, THEREFORE, in consideration for the mutual covenants of the parties, Lessor, Lessee and Sublessee agree as follows:

1. **Acceptance of Lease Terms and Covenants.** Sublessee acknowledges that it has been provided with a copy of the Lease and agrees to accept and abide by all the terms, covenants, and conditions of the Lease.
2. **Permitted Use of Premises.** Sublessee acknowledges that the subleased premises will not be used for any activity other than office use.
3. **Proof of Insurance.** Sublessee has provided Lessor with a certificate of insurance to evidence compliance with the insurance requirements of the Lease and understands and agrees that Lessor's consent is expressly contingent upon Sublessee maintaining the required levels of insurance and providing proof to Lessor. Failure to comply with the insurance requirements may result in a revocation of the consent granted herein and termination of this Lessor's Approval of Sublease, as well as the sublease itself.

4. **Reporting Requirements.** As additional consideration for Lessor's approval, Sublessee agrees that it shall furnish to the Lessor's Director of Aviation, on or before the tenth (10<sup>th</sup>) day of each month, an accurate report of Sublessee's operations at the El Paso International Airport during the preceding month. The report shall include, but not be limited to: a) the amount of cargo, freight or mail loaded or off-loaded from any aircraft by Sublessee, its customers, contractors or agents; and b) the type of aircraft and name of aircraft operator handled. Sublessee agrees to provide this information in such detail and on a form prescribed by the Director of Aviation. Failure to comply with the reporting requirements may result in a revocation of the Lessor's consent granted herein and termination of this Lessor's Approval of Sublease and the sublease itself.
5. **Lessee's Obligations.** This approval shall in no way release the Lessee or any person or entity claiming by, through or under Lessee, including Sublessee, from any of its covenants, agreements, liabilities and duties under the Lease, as same may be amended from time to time, without respect to any provision to the contrary in the Sublease. Lessee shall remain liable to Lessor for any defaults under the Lease, whether such default is caused by Lessee or Sublessee or anyone claiming by or through either Lessee or Sublessee. The foregoing shall not be deemed to restrict or diminish any right which Lessor may have against Sublessee, in law or in equity, for violation of the Lease.

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6. **Purpose.** This approval does not constitute approval by Lessor of any of the provisions of the Sublease document or agreement; nor shall the same be construed to amend the Lease in any respect. The sole purpose of the Sublease shall be to set forth the rights and obligations between Lessee and Sublessee. In no event, however, shall Lessor be deemed to be in privity of contract with Sublessee or owe any obligations or duty to Sublessee under the Lease or otherwise, any duties of Lessor under the Lease being in favor of, for the benefit of and enforceable solely by Lessee
7. **Non-Waiver.** Nothing herein shall be deemed a waiver of any of Lessor's rights under the Lease. This approval does not end the need for Lessor's approval of any future subleases or for any other matter for which Lessor's approval is required under the Lease.
8. **Subordinate Rights.** The proposed Sublease is, in all aspects, subject and subordinated to the Lease as the same may be amended. The terms of the Lease shall prevail in the case of any conflict between the provisions of the Lease and Sublease or this approval.

If, at any time prior to the expiration of the term of the Sublease, the Lease shall terminate or be terminated for any reason (or Lessee's right to possession shall terminate without termination of the Lease), this Lessor's Approval of Sublease and the sublease shall each simultaneously terminate.

9. **Authorized Parties.** The persons signing this approval on behalf of the Lessee and Sublessee represent and warrant that they have the authority to legally bind the Lessee and Sublessee to the provisions of this approval. By execution of this approval, Lessee and Sublessee acknowledge and agree to be bound by all the terms and conditions of this approval as set forth herein.

IN WITNESS WHEREOF, this Lessor's Approval of Sublease has been approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Raymond L. Telles  
 Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
 Patrick T. Abeln, A.A.E.  
 Director of Aviation

**LESSOR'S ACKNOWLEDGMENT**

THE STATE OF TEXAS    )  
   )  
 COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Joyce A. Wilson as City Manager of the City of El Paso (Lessor).

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

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

**LESSEE: TRAJEN FLIGHT SUPPORT, LP  
a/k/a Atlantic Aviation**

J.P. Miller  
Printed Name: Jeffrey P Miller  
Title: General Manager

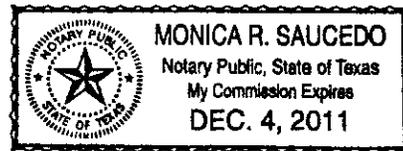
**LESSEE'S ACKNOWLEDGMENT**

THE STATE OF TX  
COUNTY OF El Paso

This instrument was acknowledged before me on this 28 day of April, 2008,  
by Jeffrey Miller as G.M. of **Trajen Flight Support, LP a/k/a  
Atlantic Aviation (Lessee)**.

Monica R. Saucedo  
Notary Public, State of TEXAS

My Commission Expires:  
December 4, 2011



(SIGNATURES CONTINUE ON FOLLOWING PAGE)

**SUBLESSEE: WARREN GREEN**

*Warren Green*  
Printed Name: WARREN M GREEN  
Title: PRESIDENT

**SUBLESSEE'S ACKNOWLEDGMENT**

THE STATE OF Tx  
COUNTY OF EL PASO

This instrument was acknowledged before me on this 28 day of April, 2008,  
by **Warren Green** (Sublessee).

*Monica R. Saucedo*  
Notary Public, State of Texas

My Commission Expires:  
December 4, 2011

