



## Council Agenda Report

**From:** Dick McKinley, Public Works Director  
**Subject:** Airport Lease Amendment – FAA Supplemental Agreement  
**Date:** February 6, 2018

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### Facts

1. On October 1, 2007, the City entered into a 10-year lease agreement with the Federal Aviation Administration (“FAA”) to provide operating space in City-owned offices for the Airways Facilities System Support Unit, as well as adjacent vehicle parking.
2. The FAA does not wish to enter into a new long-term lease, but until alternative accommodations are secured, requests to remain in the current facility through September 2018.
3. The proposed Supplemental Lease agreement will continue occupancy under the same terms and conditions through September, 2018, including the same monthly rental payment of \$3,015.

### Options

1. Take no action.
2. Approve the Supplemental Lease Agreement as presented;
3. Approve the proposed lease amendment with modifications;

### Analysis and Conclusions

This FAA unit performs a vital role in the support and maintenance of the National Airspace System. They have been a viable airport tenant for many years. Continued occupancy for the short-term has no negative fiscal impacts to airport operations and the continued rental revenue will be a benefit.

### Fiscal Impact

Continued rental revenues in the amount of \$3,015 per month through September 2018.

### Recommendation

Approve Resolution No. 18-XX approving the Supplemental Lease Agreement with the Federal Aviation Administration.

### Attachments

1. Supplemental Lease Agreement to Lease #DTFAWP-07-L-00077
2. Resolution No. 18-XX.

**ATTACHMENT 1**

<b>U.S. Department of Transportation Federal Aviation Administration</b>	SUPPLEMENT NUMBER 1
<b>SUPPLEMENTAL LEASE AGREEMENT</b>	
	TO LEASE NO# DTFAWP-07-L-00077

**DESCRIPTION or ADDRESS OF PREMISES:**

Approximately 2,360 square feet of space in a building located at 4914 Wing Way, Paso Robles Airport, Paso Robles, California to be used for Airway Facilities System Support Unit.... Together with adequate parking for twenty-one (21) vehicles in close proximity to the leased premises.

**THIS AGREEMENT**, made and entered into this date by and City of Paso Robles hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, Lessor understands that the FAA would like to vacate the premises per the Lease Agreement. Lessor agrees to allow the FAA to continue leasing the space for a period not to exceed 12 months with no changes to any clauses other than #3 TERM.

WHEREAS, the parties hereto desire to amend the above Lease effective as of **January 1, 2018**.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

Effective January 1, 2018 Paragraph 3 TERM shall be deleted in its entirety and replaced with the following language.

3. TERM-(1/01) To have and to hold, for the term commencing on October 1, 2007 and continuing through September 30, 2018, inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

All other terms and conditions of the lease shall remain in full force and effect.

Lessor is required to sign this document and return 2 copies to the issuing office.

**LESSOR**

\_\_\_\_\_  
Thomas Frutchey, City Manager  
City of Paso Robles

\_\_\_\_\_  
Date

**UNITED STATES OF AMERICA**

\_\_\_\_\_  
Chris Brown  
Real Estate Contracting Officer

\_\_\_\_\_  
Date

## ATTACHMENT 2

### RESOLUTION NO. 18-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES  
APPROVING A SUPPLEMENTAL LEASE AGREEMENT WITH THE FEDERAL AVIATION  
ADMINISTRATION AUTHORIZING A NINE-MONTH EXTENSION TO THEIR CURRENT  
LEASE AGREEMENT – 4914 Wing Way

WHEREAS, On October 1, 2007, the City entered into a 10-year lease agreement with the Federal Aviation Administration (“FAA”) to provide operating space in City-owned offices for the Airways Facilities System Support Unit and adjacent vehicle parking; and

WHEREAS, the FAA does not wish to enter into a new long-term lease, but until alternative accommodations are secured, requests to remain in the current facility for not to exceed an additional 9 months; and

WHEREAS, the proposed Supplemental Lease Agreement provides for an additional 9 months of occupancy under the same terms and conditions as the expiring lease, including the monthly rental payment of \$3,015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES, as follows:

Section 1. The City Council hereby approves the Supplemental Lease Agreement in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, and authorizes the City Manager to execute the First Amendment, subject to any minor technical, non-substantive or clarifying changes approved by the City Attorney.

PASSED AND APPROVED this 6th day of February, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

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Steven W. Martin, Mayor

Attest:

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Kristen L. Buxkemper, Deputy City Clerk

Exhibit A

<p><b>U.S. Department of Transportation Federal Aviation Administration</b></p> <p><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENT NUMBER 1</p>
	<p>TO LEASE NO# DTFAWP-07-L-00077</p>

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City of Paso Robles

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