

December 11, 2023
Item No. 8.12.
Second Amendment to 2611 Texas Avenue Lease Agreement

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a second amendment to the lease of 3.1 acres including an approximately 28,949 square foot building at 2611 Texas Avenue South to International American Education Federation, Inc., d/b/a International Leadership of Texas, for the addition of a portable classroom building.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability

Recommendation(s): Staff recommend that Council approve the amendment.

Summary: The City of College Station and International Leadership of Texas (ILT) School entered into a lease agreement in May 2020 to serve a public and educational purpose as ILT pursued a permanent high school home. This agreement was amended in July 2023 to extend the term through September 30, 2025. To better accommodate their student needs, ILT would like to add a portable classroom building in the parking lot of the 28,949 square foot facility.

This amendment would allow the placement of one portable classroom building during the lease term on the rear or sided fenced portion of the leased premises. ILT assumes all ownership, liability, and responsibility for the classroom building.

Budget & Financial Summary: ILT assumes all costs and expenses related to the placement, maintenance, operations, and removal of the portable classroom building. All other lease terms and conditions remain in effect.

Attachments:

1. 20300455_Amd 2

**SECOND LEASE AMENDMENT
LEASE AGREEMENT FOR 2611 TEXAS AVENUE SOUTH**

This Second Lease Amendment is by and between **The City of College Station**, a Texas Home Rule Municipal Corporation, (with its successors, called "Landlord"), and **International American Education Federation, Inc., d/b/a International Leadership of Texas, a Texas Domestic Nonprofit Corporation** (with its successors, called "Tenant"), in consideration of their mutual covenants and agreements in this Second Lease Amendment, the parties agree as follows:

WHEREAS, Landlord and Tenant entered into a Lease Agreement for 2611 Texas Avenue South, College Station, Texas dated May 28, 2020 with contract number 20300455 (collectively hereinafter referred to as the "Lease"), for certain real property containing approximately 28,949 square feet located at 2611 Texas Avenue South, College Station, Texas 77840; and

WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease for 2611 Texas Avenue South, College Station, Texas dated May 28, 2020 ("First Amendment"), in which Landlord and Tenant agreed to renew the Lease for two additional 1-year renewal periods and adjust the Base Rent for the renewal periods; and

WHEREAS, Tenant desires to place a portable classroom building in the parking lot of the Leased Premises; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth below, Landlord and Tenant agree to amend the Lease by adding the following section to Article IV, "Requirements for Occupancy, Use and Improvements", to allow for a portable classroom building:

1. Section 4.02. Portable Classroom Building.

- A. "Portable Classroom Building" means all non-permanent external structures, which are portable or relocatable, used as classrooms or for other educational or school related purposes on the Leased Premises and approved by the parties in accordance with this Lease.
- B. Landlord agrees that Tenant may place one (1) Portable Classroom Building approximately 864 square feet in size on the existing concrete pad in the parking lot on the rear or sided fenced portion of the Leased Premises in the location identified in the map attached to the Second Lease Amendment as Exhibit "A". Tenant shall assume all ownership, liability and responsibility for the Portable Classroom Building in the Leased Premises, including, but not limited to, costs and expenses for placement, utilities, permitting, modifications, maintenance, repairs, insurance, operations, damage, liability, third-party claims and removal of the Portable Classroom Building. The Portable Classroom Building must be removed from the Leased Premises by Tenant, at Tenant's sole cost and expense, before expiration of the Lease Term.

2. All other terms, covenants and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Lease Amendment is hereby executed in multiple originals as of the date approved by the Landlord.

**INTERNATIONAL AMERICAN EDUCATION
FEDERATION, INC. d/b/a INTERNATIONAL
LEADERSHIP OF TEXAS,
TENANT**

By: Edward G. Conger

Name: Edward G. Conger

Title: Superintendent/CEO

Date: 12/1/2023

**CITY OF COLLEGE STATION,
LANDLORD**

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit "A"
Location of Portable Classroom on Leased Premises

