

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

DEPARTMENT: Municipal Clerk and Courts

AGENDA DATE: August 9, 2016

CONTACT PERSON NAME AND PHONE NUMBER: Jose Villalva, Real Estate Manager, 915-212-1631 or Lilia Worrell, Asst Municipal Clerk, 915-212-5822

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2 – Set the Standard for a Safe and Secure City

SUBJECT:

The Municipal Clerk and Courts department recommends approval for parking lot lease to BLK Investments2 Family Limited Partnership for 60 parking spaces located at 216 S Ochoa. Each space is \$ 46.00 for 60 spaces, for a 3 year term. Annual rate is \$ 33,120 (3 year term is \$ 99,360). The current lease expires Sept 1, 2016.

BACKGROUND / DISCUSSION:

The parking area is used by Court staff. Each space is \$ 46.00 for 60 spaces, for a 3 year term. The current lease expires Sept 1, 2016.

SELECTION SUMMARY:

PROTEST

☐ There was no protest received for this requirement.

☐ Protest received.

PRIOR COUNCIL ACTION:

Yes. The previous contract was awarded in 2013 for a 3 year term. The property has been leased for 20 + years.

AMOUNT AND SOURCE OF FUNDING:

111-1000-11010-524060

Municipal Clerk and Courts – General Funds – Courts – Parking Lots Lease

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

RESOLUTION

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

That the City Manager be authorized to sign a Second Lease Amendment to that certain Lease Agreement dated August 3, 2010, as amended by that certain First Amendment dated August 28, 2013, by and between the CITY OF EL PASO and BLK INVESTMENTS 2 FAMILY LIMITED PARTNERSHIP, for sixty (60) parking spaces located at 216 South Ochoa Street, El Paso, Texas.

ADOPTED this _____ day of _____, 2016.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:

Richarda Duffy Momsen
City Clerk

THE STATE OF TEXAS

§

SECOND LEASE AMENDMENT

COUNTY OF EL PASO

§

§

This Second Lease Amendment ("Amendment") made this the ____ day of _____, 2016, between **BLK INVESTMENTS 2 FAMILY LIMITED PARTNERSHIP** ("Lessor") and the **CITY OF EL PASO**, a home rule municipal corporation ("Lessee"); and

WHEREAS, Lessor and Lessee entered into a lease agreement on or about August 3, 2010 ("Original Lease"), for fifty-seven (57) parking spaces located at 216 S. Ochoa Street, El Paso, Texas to be used by Lessee for employee parking; and

WHEREAS, Lessor and Lessee entered into that certain First Lease Amendment dated August 28, 2013, which amendment increased the number of parking space to sixty (60) and extended the term of the Lease until September 30, 2016; and

WHEREAS, Lessor and Lessee desire to enter into a lease amendment to increase the amount of rental per parking space and to extend the term of the Original Lease; and

NOW, THEREFORE, for and in consideration of the following mutual covenants and agreements of this Amendment, the parties hereby agree to modify the lease agreement. All sections of the Original Lease not specifically amended herein shall remain in full force and effect.

1. **Section 1** is amended to read as follows: Lessor hereby leases to Lessee and Lessee leases from the Lessor, sixty (60) parking spaces located at 216 S. Ochoa Street, El Paso, Texas said lease commencing on the 1st day of October, 2016 and ending on the 30th day of September, 2019 (the "Extended Term").
2. **Section 5** is amended to read as follows: During the Extended Term, the Lessee agrees to pay as rent the sum of forty-six dollars (\$46.00) per parking space per month (\$2,760.00 per month), and such rent shall be payable monthly, in advance, on the second day of each month during the said term.
3. **Section 7** is amended to read as follows: all notices provided to be given under this Lease shall be given by the proper party at the following addresses:

Lessor: BLK Investments 2 Family Limited Partnership
BLK Management Company, LLC
1436 Camino alto Road
El Paso, TX 79902-2806

Lessee: City of El Paso
Municipal Court Clerk
P.O. Box 1890
El Paso, TX 79950-1890

City of El Paso
City Manager
P.O. Box 1890
El Paso, TX 79950-1890

4. **Warranty of Capacity to Execute Contract.** The person signing this Amendment on behalf of Lessor warrants that he/she has the authority to do so and to bind Lessor to this Amendment and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Amendment in its entirety (including any and all Attachments); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

5. **Ratification.** Except as set forth herein, the terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2016.

ATTEST:

**LESSOR: BLK INVESTMENTS 2
FAMILY LIMITED PARTNERSHIP**

**BLK MANAGEMENT COMPANY,
LLC, its General Partner**

Printed Name: _____
Title: _____

Printed Name: _____
Title: _____

(Signatures Continue on the Following Page)

ACKNOWLEDGMENT

THE STATE OF)
)
COUNTY OF)

 This instrument was acknowledged before me on this _____ day of
_____, 2016, by _____ as _____
_____ of _____ (Lessor).


My Commission Expires:

Notary Public, State of Texas

LESSEE: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:

Richarda Duffy Momsen
City Clerk

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument was acknowledged before me on this _____ day of
_____, 2016, by Tomás González as City Manager of the City of El Paso, Texas.

My Commission Expires:

Notary Public, State of Texas