

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

DEPARTMENT: Aviation

AGENDA DATE: December 17, 2019

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, (915) 212-7301

DISTRICT(S) AFFECTED: 2 & 3

CITY STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

Resolution authorizing the City Manager to execute First Amendments to the Consolidated Rental Agency Complex Facilities Leases between the City of El Paso and various Concessionaires of the Consolidated Rental Car Agency Complex to include in the leases the use of a 62,775 square-foot temporary parking lot and 79,997.9400 square-foot permanent parking lot. The temporary parking lot is to be located at 6510 Convair Road, El Paso, Texas 79925 and the permanent parking lot is to be located at De Havilland Drive, El Paso, Texas at a street address to be assigned during construction. Further, that the Director of Aviation be authorized to execute any documents necessary to carry out obligations and rights under the First Amendments, including the possible relocation of the temporary parking lots if required.

The remaining term of the leases is twenty-one (21) years and six-and-a-half (6.5) months. The total ConRAC leasehold of 781,309.84 square feet includes 701,311.9 square feet of existing facility space and 79,997.94 square feet of parking lot space. At \$0.6274 per square foot per year, the new annual rental for the facility will be \$490,193.86, which includes an increase of \$50,190.71 in annual rent for the parking lot.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this amendment to allow the seven (7) rental car concessionaires that currently operate from the El Paso International Airport Rental Car Center to occupy approximately 79,997.94 square feet of space for their employees to use as a parking lot. Construction of the project will begin shortly and occupancy of the permanent parking lot is expected to take place in the spring of 2020.

A temporary parking lot consisting of approximately 62,775 square feet will be provided until that time when the permanent rental car employee parking lot has been constructed and is ready for occupancy.

PRIOR COUNCIL ACTION:

3/10/2015 – Award of Solicitation 2015-002R (Vehicle Rental Concessionaire) to seven (7) concessionaires (Avis Budget Car Rental, LLC; The Hertz Corporation; EAN Holdings, LLC dba Enterprise Rent-A-Car; EAN Holdings, LLC dba National Car Rental and Alamo Rent A Car; DTG Operations, Inc. dba Dollar Rent A Car Thrifty Car Rental; Budget Rent A Car of El Paso, Inc.; and, Advantage Opco, LLC.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Monica Lombraña, A.A.E.
Chief Operations and Transportation Officer

RESOLUTION

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

The City Manager is authorized to execute First Amendments to the Consolidated Rental Agency Complex Facilities Leases between the City of El Paso and various Concessionaires of the Consolidated Rental Car Agency Complex to include in the leases the use of a 62,775 square-foot temporary parking lot and 79,997.9400 square-foot permanent parking lot. The temporary parking lot is to be located at 6510 Convair Road, El Paso, Texas 79925 and the permanent parking lot is to be located at De Havilland Drive, El Paso, Texas at a street address to be assigned during construction. Further, that the Director of Aviation be authorized to execute any documents necessary to carry out obligations and rights under the First Amendments, including the possible relocation of the temporary parking lots if required.

Dated this ____ day of _____ 2019.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

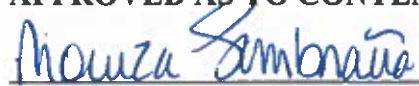
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Chief Operations and Transportation
Officer

STATE OF TEXAS)
) **First Amendment to the Consolidated Rental Agency Complex**
COUNTY OF EL PASO) **Facilities Lease**

This First Amendment to the Consolidated Rental Agency Complex Facilities Lease (the “**First Amendment**”) is entered on _____ 2019 (“**Effective Date**”) between the City of El Paso (“**City**”), a home-rule municipality existing under the laws of the State of Texas, and _____ a _____ corporation (“**Concessionaire**”).

WHEREAS, on _____ the City and Concessionaire entered into the Consolidated Rental Agency Complex Facilities Lease (“**Agreement**”); and

WHEREAS, the parties wish to amend the Agreement to include temporary and permanent parking areas for ConRAC Concessionaire employees.

The parties agree as follows:

1. The Agreement is amended to add a new Article XIII – Temporary and Permanent Employee Parking as follows:

ARTICLE XIII – TEMPORARY AND PERMANENT EMPLOYEE PARKING

Section 13.01 Temporary Parking.

The City grants a non-exclusive right to the Concessionaire to use an area approximately 62,775 square feet in size located at 6510 Convair Road, El Paso, Texas 79925 as more particularly shown in Exhibit J (“**Temporary Parking Lot**”) for the sole purpose of using the area as a temporary parking lot for the use of the Concessionaire’s employees. The Concessionaire acknowledges that the Temporary Parking Lot will be shared with other ConRAC concessionaires. The City, through the Director of Aviation (“**Director**”), may relocate the Temporary Parking Lot to another location within the airport following written notification to the Concessionaire at which point such new location constitutes the Temporary Parking Lot for purposes of this Facilities Lease. If the City notifies the Concessionaire of a change in the location of the Temporary Parking Lot, then the Concessionaire will direct its employees to stop using the previous location for parking and to use the new location designated by the Airport Director. The City, through the Director, will notify the Concessionaire when the construction of the Permanent Parking Lot, as defined below, is complete. The right to use the Temporary Parking Lot expires on the date of the written notification from the Director to the Concessionaire informing the Concessionaire that the Permanent Parking Lot has been completed and that the Concessionaire may use the Permanent Parking Lot for employee parking. The City reserves the right to enter the Temporary Parking Lot for City uses as well as inspections.

Section 13.02 Rental for Temporary Parking.

The Concessionaire will pay the City monthly payments, in advance for the use of the Temporary Parking Lot. The amount of the rental payments will be calculated in the same manner as Ground Rentals under Article V of this Facilities Lease. The rental amounts for

the Temporary Parking Lot will be adjusted in the same manner as Ground Rentals under Article V of this Facilities Lease.

Section 13.03 Permanent Parking.

The City grants a non-exclusive right to the Concessionaire to use an area approximately 79,997.94 square feet in size located on De Havilland Drive, El Paso, Texas, as more particularly shown in Exhibit K (“Permanent Parking Lot”) for the sole purpose of using the area as a parking lot for the use of the Concessionaire’s employees. Address to the Permanent Parking Lot is to be assigned following construction. The Concessionaire acknowledges that the Permanent Parking Lot will be shared with other concessionaires. Notwithstanding anything to the contrary, the non-exclusive right to use the Permanent Parking Lot granted under this Section commences on the date of the written notification from the Director to the Concessionaire informing the Concessionaire that the Permanent Parking Lot has been completed and that the Concessionaire may use the Permanent Parking Lot for employee parking. The right to use the Permanent Parking Lot will expire upon the expiration of this Facilities Lease. The City reserves the right to enter the Permanent Parking Lot for City uses as well as inspections.

Section 13.04 Rental Payments for Permanent Parking Lot.

The Concessionaire will pay the City monthly payments, in advance, for the use of the Permanent Parking Lot. The amount of the rental payments will be calculated in the same manner as Ground Rentals under Article V of this Facilities Lease. The rental amounts for the Permanent Parking Lot will be adjusted in the same manner as Ground Rentals under Article V of this Facilities Lease.

Section 13.05 Maintenance of the Permanent and Temporary Parking Lot.

The Concessionaire, in conjunction with other concessionaires using the parking lots, will be responsible for all maintenance of the Temporary Parking Lot and Permanent Parking Lot. Maintenance under this Section includes, but is not limited to, litter pickup, sweeping, power washing, striping, fence upkeep, fence repair, gate upkeep, gate repair, lighting upkeep, lighting repair, curb upkeep, and curb repair. The Concessionaire will perform all maintenance responsibilities through the Third Party Manager hired by the Concessionaire under Article VI of this Facilities Lease. The Concessionaire, in conjunction with other ConRAC concessionaires, is responsible for all costs associated with the maintenance of the Temporary Parking Lot and Permanent Parking Lot. The Concessionaire will cause the Third Party Manager to perform maintenance on a regular basis. The Concessionaire will cause the Third Party Manager to perform any maintenance directed by the City within a reasonable time. If the Third Party Manager fails to perform maintenance upon request of the City, then the City may perform such maintenance and invoice the costs of the maintenance to the Concessionaire in the same proportions established for Ground Rentals under Article V of this Facilities Lease. The Concessionaire will pay an invoice by the City under this Section within 30 calendar days of receipt. The City will allow the Concessionaire, and the Third Party Manager, to make use of any warranties available in the Permanent Parking Lot. If maintenance is required for an item under warranty, the Concessionaire, or the Third Party Manager, will inform the City and the City will enforce the warranty, provided that if no warranty is available the Concessionaire will remain responsible for the maintenance as provided in this Section.

Section 13.06 Modifications.

The Concessionaire will not perform any modifications to the Temporary Parking Lot or the Permanent Parking Lot, without the prior written approval of the Director.

Section 13.07 Release.

The City is not responsible for any property damage or injuries/death to employees of the Concessionaire that occur on the Temporary Parking Lot and/or the Permanent Parking Lot. The Concessionaire is solely responsible for handling any property damage claims and/or injury/death claims from the employees of the Concessionaire. The Concessionaire releases the City from any liability incurred by the Concessionaire resulting from any employee claims for property damage, injury, and/or death.

13.08 Indemnification.

The Concessionaire will indemnify, defend, and hold harmless the City in the same manner as required to indemnify, defend, and hold harmless the City for the use of the Premises (exclusive and nonexclusive) under Article VIII of this Facilities Lease.

13.09 Insurance.

The Concessionaire will obtain, for the use of the Temporary Parking Lot and the Permanent Parking Lot, the insurances required under Article VIII of this Facilities Lease. The Concessionaire may elect to extend coverage under current insurance policies to cover the Temporary Parking Lot and the Permanent Parking Lot, provided that such coverage for the parking lots comply with the requirements of Article VIII of this Facilities Lease. The Concessionaire will provide the City proof of compliance with this Section before the Concessionaire begins using the Temporary Parking Lot and again before the Concessionaire begins using the Permanent Parking Lot.

13.10 Fees in Addition.

The fees under this Article for the use of the Temporary Parking Lot and the Permanent Parking Lot are in addition to any other fees charged under this Facilities Lease and the Concession Agreement.

13.11 Definitions.

For purposes of this Article XIII, all defined terms appear in boldface print when first defined.

2. The Agreement is amended to incorporate Exhibit J and Exhibit K both attached to this First Amendment.
3. Except as amended in this First Amendment, the Agreement remains in full force and effect.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Lease has been approved on the _____ day of _____ 20__.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Omar De La Rosa
Assistant City Attorney

Monica Lombraña, A.A.E.
Chief Operations and Transportation Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ___ day of _____ 2019, by **Tomás González as City Manager of the City of El Paso, Texas.**

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONCESSIONAIRE: _____

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____ 2019, by _____
_____, _____ of
_____, on behalf of said entity.

Notary Public, State of _____

My Commission Expires:

Exhibit J - Temporary Parking Lot

PROPERTY DESCRIPTION
62,775 SQUARE FEET OR
1.441 ACRES

Being the description of Lot 2, Block 1-C, El Paso International Airport Tracts, Replat of Unit 6, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the centerline intersection of De Havilland Drive (60 feet wide) and Convair Road (68 feet wide);

THENCE, along the centerline of said De Havilland Drive, North $88^{\circ}58'07''$ East, a distance of 260.00 feet to a point;

THENCE, leaving said centerline, North $01^{\circ}01'53''$ West, a distance of 30.00 feet to the southwest corner of said Lot 2 and POINT OF BEGINNING for the herein described Tract;

THENCE, along the west line of said Lot 2, North $01^{\circ}01'53''$ West, a distance of 278.63 feet to the northwest corner of said Lot 2 in the south right-of-way line of Convair Road (60 feet wide);

THENCE, along the south right-of-way line of said Convair Road in a curve to the right (Delta Angle = $4^{\circ}42'24''$, Radius = 2,570.00 feet, Chord = North $70^{\circ}20'04''$ East, 211.06 feet) a distance of 211.11 feet to the northeast corner of said Lot 2;

THENCE, leaving said south right-of-way line and along the east line of said Lot 2, South $01^{\circ}01'53''$ East, a distance of 346.07 feet to the southeast corner of said Lot 2;

THENCE, along the south line of said Lot 2, South $88^{\circ}58'07''$ West, a distance of 200.00 feet to the POINT OF BEGINNING and containing 62,775 square feet or 1.441 acres of land.

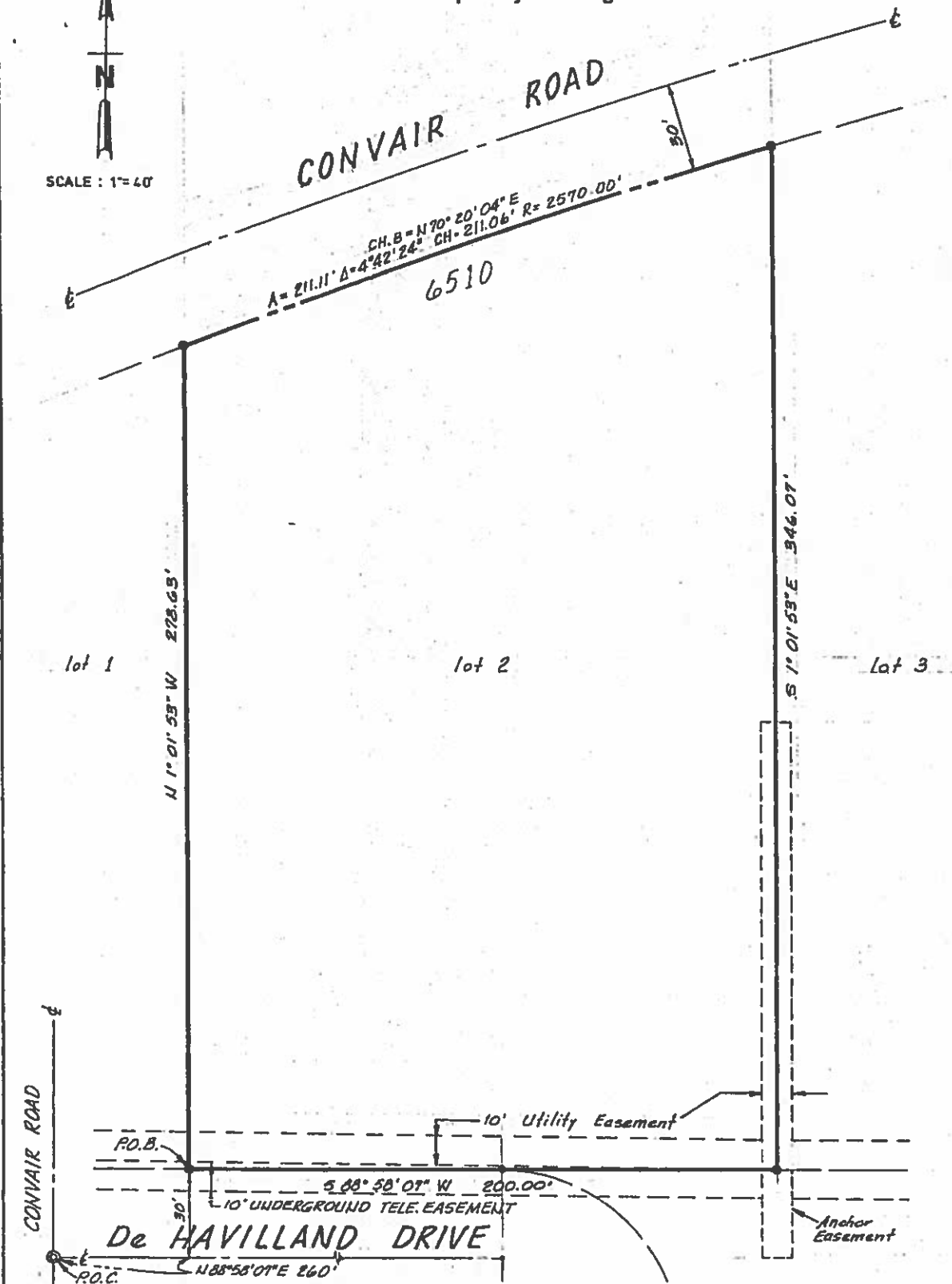
NOT A GROUND SURVEY

PREPARED BY:
Faught & Associates Inc.
El Paso, Texas
July 24, 1990
Job No.: 5010-90

Exhibit J - Temporary Parking Lot



SCALE : 1" = 40'



NOT A GROUND SURVEY

62,775 SQ.FT.
OR
1.441 ACRES

Page 2 of 2

Faught & Associates Inc.
Consulting Engineers

433 Executive Center Blvd.
El Paso, Texas 79902
(915) 542-4900

LOT 2, BLOCK 1-C, EL PASO INTERNATIONAL
AIRPORT TRACTS REPLAT OF UNIT 6,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Drawn By: <i>JM</i>	Date: 7-24-90	Scale: 1" = 40'	Job No. 5010 - 90
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Consulting Civil Engineers & Surveyors

1130 Montana Ave., El Paso, Texas 79902
Ph: (915) 533.4600 | F: (915) 533.4673
TBPLS #100490-00 | TBPE # F-3584

Exhibit K - Permanent Parking Lot

METES AND BOUNDS DESCRIPTION OF A PARKING LOT PARCEL

A parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as the South 199.76 feet of Lots 2 and 3, Block 1C, El Paso International Airport Tracts, Replat of Unit 6, as filed in Volume 28, Page 49 of the Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a bolt with shiner found at the centerline intersection of Allegheny Drive and Convair Road; Whence, a mag nail with shiner found at the centerline intersection of Allegheny Drive and De Havilland Drive bears North 88°58'07" East, a distance of 384.00 feet; Thence, leaving the centerline of Allegheny Drive and following the centerline of Convair Road, North 01°01'53" West, a distance of 474.00 feet to the centerline of De Havilland Drive; Thence, leaving the centerline of Convair Road and following the centerline of De Havilland Drive, North 88°58'07" East, a distance of 260.00 feet; Thence, leaving the centerline of De Havilland Drive, North 01°01'53" West, a distance of 30.00 feet to a 1/2-inch rebar found on the north right-of-way line of De Havilland Drive for the southwest corner of said Lot 2 and the POINT OF BEGINNING of the parcel herein described;

Thence, leaving the north right-of-way line of De Havilland Drive and following the boundary line common to Lots 1 and 2, Block 1C, El Paso International Airport Tracts, Replat of Unit 6, North 01°01'53" East, a distance of 199.76 feet to a 1/2-inch rebar with survey cap No. "TX 5337" set for the northwest corner of the parcel herein described;

Thence, leaving the boundary line common to said Lots 1 and 2, North 88°58'07" East, a distance of 400.00 feet to a 1/2-inch rebar with survey cap No. "TX 5337" set on the boundary line common to Lots 3 and 3A, Block 1C, El Paso International Airport Tracts, Replat of Unit 6 for the northeast corner of the parcel herein described;

Thence, following the boundary line common to said Lots 3 and 3A, South 01°01'53" East, a distance of 199.76 feet to a 1/2-inch rebar found for the southeast corner of said Lot 3 and the southeast corner of the parcel herein described;

Thence, leaving the boundary line common to said Lots 3 and 3A and following the boundary line common to Lots 2 and 3 and Lot 4, Block 1C, El Paso International Airport Tracts, Replat of Unit 6, South 88°58'07" West, a distance of 400.00 feet to the POINT OF BEGINNING;

Said parcel containing 1.8343 acres (79,904.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Consulting Civil Engineers & Surveyors

1130 Montana Ave., El Paso, Texas 79902
Ph: (915) 533.4600 | F: (915) 533.4673
TBPLS #100490-00 | TBPE # F-3584

I hereby certify that his description was prepared by me or under my supervision.

Isaac Camacho Date:09/12/19
Registered Professional Land Surveyor
State of Texas No. 5337
Surveyed on the Ground: 08/14/2019



