

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

**DEPARTMENT:** Financial Services

**AGENDA DATE:** Consent Agenda  
August 3, 2010

**CONTACT PERSON NAME AND PHONE NUMBER:** Liza Ramirez-Tobias (915) 541-4074

**DISTRICT(S) AFFECTED:** District 8, Rep. O'Rourke

**SUBJECT:**

A resolution that the City Manager be authorized to sign, on behalf of the City of El Paso, a lease agreement between BLK Investments 2 Family Limited Partnership ("Lessor"), and the City of El Paso ("Lessee") for fifty-seven (57) parking spaces located at 216 South Ochoa Street in the City of El Paso, El Paso County Texas and adjacent to the Municipal Court facility in downtown El Paso.

**BACKGROUND / DISCUSSION:**

This is a three year lease of fifty-seven (57) parking spaces located at 216 S. Ochoa, the term is from September 1, 2010 thru August 31, 2013, in the amount of \$45 per parking space per month. Total yearly amount is \$30,780.00. The Lessor will provide weekly clean-up of the property, signage, keep the lot free of potholes. Municipal Court has leased this parking lot since 1991 when Municipal Court relocated to the MDR building on 810 East Overland.

**PRIOR COUNCIL ACTION:**

Lease has been renewed since 1991, when Municipal Court relocated to the MDR building.

**AMOUNT AND SOURCE OF FUNDING:**

Department 11010011 Municipal Clerk

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**BOARD / COMMISSION ACTION:**

CARE recommends approval

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

**DEPARTMENT HEAD:**

\_\_\_\_\_  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

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

That the City Manager be authorized to sign, on behalf of the City of El Paso, a Lease Agreement between BLK Investments 2 Family Limited Partnership ("Lessor"), and the City of El Paso ("Lessee") for fifty-seven (57) parking spaces located at 216 South Ochoa Street in the City of El Paso, El Paso County Texas, and adjacent to the Municipal Court facility in downtown El Paso.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

### THE CITY OF EL PASO

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John F. Cook  
Mayor

### ATTEST:

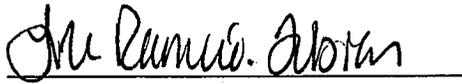
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Richarda Duffy Momsen  
City Clerk

### APPROVED AS TO FORM:

  
Sylvia Borunda Firth  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
Liza Ramirez-Tobias  
Capital Assets Manager

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Richarda Duffy Momsen  
Municipal Clerk

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**LEASE AGREEMENT**

This lease made this \_\_\_ day of \_\_\_\_\_ 2010 by and between **BLK INVESTMENTS 2 FAMILY LIMITED PARTNERSHIP** ("Lessor"), and the **CITY OF EL PASO**, a Texas municipality, ("Lessee") witnesseth:

1. Lessor hereby leases to Lessee and the Lessee leases from the Lessor, fifty-seven (57) parking spaces located at 216 S. Ochoa Street, El Paso, Texas said lease commencing on the 1<sup>st</sup> day of October 2010 and ending on the 30<sup>th</sup> day of September 2013.
2. Lessor will provide fifty-seven (57) parking spaces and Lessee will continue to provide and issue fifty-seven (57) "hang tags" to identify the vehicles assigned to park at this property.
3. Lessor agrees to put up a sign that gives reasonable notice that unauthorized vehicles will be towed at owner's expense. Lessor will hire a parking lot management company to enforce applicable parking procedures to insure aforementioned parking availability for Lessee.
4. Lessor agrees to keep the said premises at 216 S. Ochoa St. free of trash and debris by providing weekly clean-up of the same. Lessor also agrees to maintain the said premises at 216 S. Ochoa St. free of potholes by responding to notice of the same within a reasonable time.
5. For the period October 1, 2010 through September 30, 2013, the Lessee agrees to pay as rent the sum of forty-five dollars (\$45.00) per parking space per month, and such rent shall be payable monthly, in advance, as stated below on the first day of each month during the said term.
6. Either party may cancel this lease with written notice of 30 days. If the El Paso City Council does not fund employee parking in the FY2011, FY2012, and FY2013 budget, the Lessee will provide written notice to the Lessor of the Lessee's cancellation of the lease effective upon termination of the funding.
7. Any notice which Lessor or Lessee may be required or may desire to give to the other shall be in writing and shall be sent by registered or certified mail to:

LESSOR: BLK Investments 2 Family Limited Partnership  
BLK Management Company, LLC  
c/o Diversified Parking, Inc., Managing Agent  
301 E. Main, Suite 1208  
El Paso, TX 79901

LESSEE: City of El Paso  
Municipal Court Clerk  
P.O. Box 240  
El Paso, TX 79942-9989

City of El Paso  
Capital Assets Manager  
7<sup>th</sup> floor  
#2 Civic Center Plaza  
El Paso, Texas 79901

8. This lease constitutes the entire understanding of the parties hereto with respect to subject matter hereof and no amendment, modification or alternation of the terms thereof, shall be binding unless the same be in writing dated subsequent to the date hereof and duly executed by the parties hereto.
9. Every provision of this lease is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.
10. The laws of the state of Texas shall govern the validity, performance and enforcement of this lease.
11. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their successors in interest and assigns.
12. If it shall become necessary for either of the parties hereto employ and attorney to enforce or to defend the rights or remedies hereinafter and shall such party prevail, such party shall be entitled to reasonable attorney's fees, court costs and other expenses incurred in such connection.
13. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of any subsequent breach of the same covenant, term of condition.
14. Liability Insurance. Lessor, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force on behalf of Lessee, with the Lessee named as an additional insured, comprehensive general liability insurance in amounts as reasonably

set from time to time by Lessee, but not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Million Dollars (\$1,000,000.00) for property damage arising out of each occurrence.

15. Limitation of Liability. Lessor agrees to maintain the leased parking spaces in the condition in which they are at the commencement of this Lease and will repair any pothole in accordance with Paragraph 4. In the event that Lessee, or any member of the public, notifies the Lessor in writing of a problem with the condition of the leased parking spaces, the Lessor, at its expense, will undertake to affect all necessary repairs within a reasonable time after notice or erect such temporary barricades as are necessary to insure the safety to the public. Lessor will not be responsible for the willful acts or negligence of Lessee, its agents, employees or invitees, nor for the security or safety of vehicles and persons using the leased parking spaces, except to the extent the damage or injury is caused by the Lessor or results from the failure of Lessor to maintain the leased parking spaces in accordance with this Lease. Notwithstanding the foregoing, Lessee shall be responsible, to the extent provided by law as it relates to government entities, for repairing any damage to the asphalt surface caused by Lessee, its agents, or employees, but not for normal wear and tear.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

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

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

By: Brenda Lynn  
Printed Name: Brenda Lynn  
Title: President

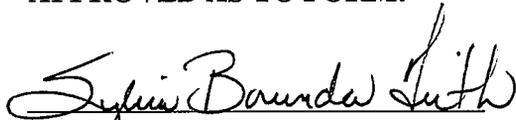
[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**LESSEE: CITY OF EL PASO**

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Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

  
Sylvia Borunda Firth  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

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Richarda Duffy Momsen  
Municipal Clerk

**APPROVED AS TO CONTENT:**

  
Liza Ramirez-Tobias  
Capital Assets Manager

SAN ANTONIO

VIRGINIA

OVERLAND

OCHIOIA

