

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

**DEPARTMENT:**        **Engineering**

**AGENDA DATE:**     **Consent Agenda  
August 9, 2011**

**CONTACT PERSON NAME AND PHONE NUMBER:** **R. Alan Shubert, City Engineer, (915) 541-4423**

**DISTRICT(S) AFFECTED:**   **Rep Niland, District #8**

**SUBJECT:**

A resolution that the Mayor be authorized to sign an Amendment to the October 3, 1988 Lease Agreement for MDR Building between the City of El Paso and the County of El Paso, Texas to terminate a portion of the lease in the basement of the building located at 800 E. Overland, El Paso, Texas 79901 but retaining 1592.16 square feet for the City's use, effective September 1, 2011.

**BACKGROUND / DISCUSSION:**

On October 3, 1998, City Council approved a lease agreement between the City and County whereby the City leases the Momsem, Dunnegan, Ryan (MDR) building for municipal courts and other governmental purposes. This amendment will reduce the amount of space leased from the County and the rent will be adjusted accordingly. The amendment has been approved by the El Paso County Commissioners Court on August 1, 2011.

**PRIOR COUNCIL ACTION:**

October 1998, February 1990, July 1990, April 2008

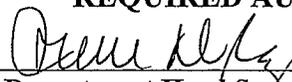
**AMOUNT AND SOURCE OF FUNDING:**

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**BOARD / COMMISSION ACTION:**

\*\*\*\*\*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**

**WHEREAS**, on October 3, 1988, the El Paso City Council approved a Lease Agreement of certain property owned by the County of El Paso, Texas located at 800 E. Overland, El Paso, Texas 79901 known as Momsen, Dunnegan, Ryan Building for municipal purposes; and

**WHEREAS**, the Parties now desire to amend the Lease Agreement to partially terminate a portion of the City's leasehold interest in the basement of the facility but retaining 1592.16 square feet for the City's use.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign an Amendment to the October 3, 1988 Lease Agreement for MDR Building between the City of El Paso and the County of El Paso, Texas to terminate a portion of the lease in the basement of the building located at 800 E. Overland, El Paso, Texas 79901 but retaining 1592.16 square feet for the City's use, effective September 1, 2011.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

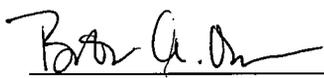
THE CITY OF EL PASO

\_\_\_\_\_  
John Cook, Mayor

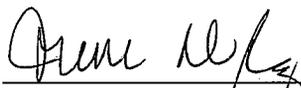
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bertha A. Ontiveros  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Alan Shubert, P.E., City Engineer  
Engineering and Construction Management

STATE OF TEXAS            )  
COUNTY OF EL PASO        )

AMENDMENT TO LEASE AGREEMENT FOR MDR BUILDING

On the 3<sup>rd</sup> day of October, 1988, the County of El Paso, Texas (hereinafter called "Lessor"), and The City of El Paso, Texas, (hereinafter called "Lessee") entered into a Lease Agreement (attached hereto and made a part hereof for all purposes). The Parties now desire to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

1. Section 1.01, Demise of Premises, shall be amended to partially terminate the Lessee's leasehold interest in the basement of the Premises, with the exception of 1,592.16 square feet of space, as marked on Exhibit A, attached hereto and made a part hereof for all purposes, which leasehold interest shall be retained by the City for its use. The remainder of the entire basement of the Premises shall revert to the possession of Lessor. The Rent shall be reduced concurrently pursuant to Section 3, RENT, of the Lease Agreement.

2. This Amendment to Lease Agreement shall be effective on September 1, 2011.

IN WITNESS WHEREOF, the parties execute this Amendment to Lease Agreement.

**ATTEST:**

**THE COUNTY OF EL PASO**

\_\_\_\_\_  
County Clerk Delia Briones

\_\_\_\_\_  
County Judge Veronica Escobar  
Date: \_\_\_\_\_

**ATTEST:**

**THE CITY OF EL PASO**

\_\_\_\_\_  
City Clerk Richarda Duffy Momsen

\_\_\_\_\_  
Mayor John Cook  
Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Assistant City Attorney

1592.16 sq. ft.

EXISTING 2-1/2" C.H.R.  
EXISTING 1-1/2" H.R.  
EXISTING 2-1/2" C.H.S.  
EXISTING 1-1/2" H.S.

EXIST 4" V.T.R.

EXISTING 4" SOIL/WASTE OVERHEAD

EXISTING 3" DOMESTIC COLD WATER OVERHEAD  
EXISTING 6" SOIL/WASTE OVERHEAD

EXISTING 4" SOIL/WASTE  
FIRE SPRINKLER MAIN RISER VALVES

RELOCATE PRESSURE REDUCING VALVES AS REQUIRED FROM BELOW SIDEWALK TO INSIDE THE BASEMENT.

REPLACE EXISTING 1-1/2" WATER METER AND SERVICE WITH A NEW 3" METER AND SERVICE. RELOCATE TOWARD MAIN AS REQUIRED TO CLEAR NEW FRONT ENTRANCE.

**GENERAL NOTES**

01. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS. CRAFTSMANSHIP AND MATERIALS SHALL BE OF THE FINEST QUALITY.
02. VERIFY EXISTING CONDITIONS. INFORMATION SHOWN ON THE DRAWINGS HAS BEEN TAKEN FROM THE PHASE I DRAWINGS AND MAY VARY FROM THAT SHOWN.
03. COORDINATE ALL MECHANICAL EQUIPMENT, PIPING, ETC. WITH ALL OTHER TRADES AND STRUCTURAL CONDITIONS.
04. SEE SCHEDULES ON SHEETS M-01, M-02, & M-03 FOR EQUIPMENT CAPACITIES, MINIMUM BRANCH PIPE SIZES, AND OTHER DATA.
05. SEE SHEET M-11 & M-12 FOR LARGE SCALE PLUMBING PLANS ON FIRST FLOOR.
06. ALL WORK IS NEW UNLESS INDICATED TO BE EXISTING.
07. PROVIDE ACCESS TO ALL VALVES, SHOCK ABSORBERS, TRAP PRIMERS, AND CLEANOUTS.
08. ALL PIPING IS OVERHEAD. KEEP PIPING AS HIGH AS POSSIBLE TO MAINTAIN MAXIMUM CLEARANCE.
09. CORE DRILL FOR ALL PIPE PENETRATIONS THRU EXISTING CONCRETE

**KEYED NOTES**

- 01 3" MAIN C.W. RISER UP THRU FIRST FLOOR.
- 02 CONNECT TO EXISTING 3" BUTTERFLY VALVE.
- 03 CONNECT TO EXISTING 6" SOIL/WASTE.
- 04 4" SOIL/WASTE FROM FIRST FLOOR.
- 05 EXISTING 8" MAIN FIRE SPRINKLER RISER UP TO FIRST FLOOR.
- 06 1/2" FROM TRAP PRIMER TO F.D. TRAP.
- 07 VENT PIPING UP THRU FLOOR.
- 08 2" WASTE FROM LAVATORIES ABOVE.

**M-04 PIPING PLAN: BASEMENT**  
SCALE: 1/8"=1'-0"  
CITY/COUNTY

EXISTING 4" SI