

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

DEPARTMENT: El Paso Police Department/City Development – Real Estate Services

AGENDA DATE: August 28, 2012

CONTACT PERSON/PHONE: Chief Gregory Allen /Jane Tomchik – 541-4897

DISTRICT(S) AFFECTED:

SUBJECT:

Authorize the City Manager to execute a new net lease for the El Paso Police Department's Internal Affairs Department at 2211 Missouri for two years with three (3) one year options.

BACKGROUND / DISCUSSION:

Lease rates for the initial term: \$7018.13 per month; \$84,217.56 annual- year one; \$7156.03 per month; \$85872.36 annual – year two respectively with 2% increases per year thereafter. These rates are lower than current agreement.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council has previously approved leases and lease amendments for this property in 1996 and 2007. Landlord is currently in compliance with responsibilities and, other than the term, there is no substantial changes in the lease agreement.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

EPPD budget

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____


(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

That the City Manager be authorized to sign a Lease Amendment by and between the CITY OF EL PASO and JANE STORY, successor-in-interest to Gateway Garden Joint Venture to extend the term of the lease for a portion of the building located at 2211 East Missouri Ave, for the offices of the Internal Affairs Division of the El Paso Police Department, for two (2) years beginning October 1, 2012 to September 30, 2014, with options to extend the lease for three additional one-year periods.

ADOPTED this _____ day of _____, 2012

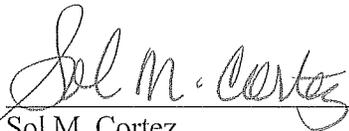
THE CITY OF EL PASO

ATTEST:

John F. Cook,
Mayor

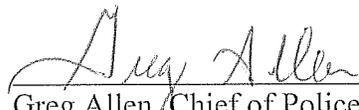
Richarda D. Momsen,
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Greg Allen, Chief of Police
El Paso Police Department

THE STATE OF TEXAS
COUNTY OF EL PASO

§
§ LEASE AMENDMENT
§

This Lease Amendment (“Amendment”) made this the ____ day of ____, 2012, between JANE STORY, successor-in-interest to Gateway Garden Joint Venture, (“Owner”) and CITY OF EL PASO, a home rule municipal corporation (“Tenant”).

WHEREAS, OWNER and TENANT entered into a lease agreement on or about September 6, 1991 (“Original Lease”), for office space to be utilized by the El Paso Police Department on the premises designated as Suites W200 and W205, in the building known as Gateway Central Plaza, located at 2211 E. Missouri in the City of El Paso, Texas (“Premises”); and

WHEREAS, OWNER and TENANT executed lease amendments on or about October 22, 1996, October 17, 2000, and October 4, 2007, regarding said Premises; and

WHEREAS, OWNER and TENANT desire to enter into a new lease amendment regarding the office space being utilized by the El Paso Police Department on the Premises; 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 as follows:

1.0 TERM AND RENT

1.1 Term of Amendment. This Amendment shall become effective on **October 1, 2012**, and shall be renewed two (2) years from that date. Said Amendment shall automatically be extended for three additional one (1) year periods under the same terms and conditions set forth in the prior lease agreements, unless otherwise specified herein or terminated as provided in Section 4.0, *et. seq.*, of this Amendment.

1.2 Rent. The total monthly base rent during the two (2) year renewal period on the Premises shall be scheduled as follows:

October 1, 2012 – September 30, 2013	\$7,018.13
October 1, 2013 – September 30, 2014	\$7,156.03
If extended:	
October 1, 2014 – September 30, 2015	\$7,299.15
October 1, 2015 – September 30, 2016	\$7,445.13
October 1, 2017 – September 30, 2018	\$7,594.03

2.0 GENERAL PROVISIONS

2.1 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

OWNER:	Jane Story 2211 E. Missouri, Ste. N-221 El Paso, Texas 79903
COPY TO:	Paul D. Hiett Hiett & Associates 2211 E. Missouri, Ste. N-221 El Paso, Texas 79903
TENANT:	City of El Paso Attention: City Manager Two Civic Center Plaza, 10 th Floor El Paso, Texas 79901-1196
COPY TO:	El Paso Police Department Attn: Laura Garcia 911 N. Raynor Street El Paso, Texas 79903

2.2 Warranty of Capacity to Execute Contract. The person signing this Agreement on behalf of OWNER warrants that he/she has the authority to do so and to bind OWNER 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.

(Signatures Follow on Next Page)

Date: 7-26, 2012.

By: Jane Story
Jane Story
Owner

CITY OF EL PASO

Date: _____, 2012.

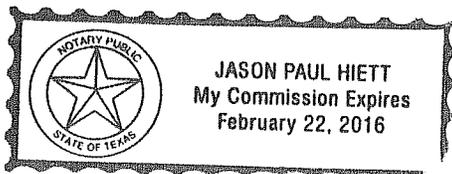
By: _____
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Sol M. Cortez
Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

Greg Allen
Greg Allen, Chief of Police
El Paso Police Department



7/26/12

Y n [Signature]

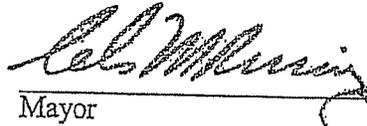
RESOLUTION

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

That the Mayor be authorized to sign a Lease Renewal Amendment by and between the City of El Paso and Gateway Garden Joint Venture to extend the lease to September 30, 2007 for a portion of the building located at 2211 East Missouri Avenue, for the offices of the Internal Affairs Division of the El Paso Police Department.

Dated this 17th day of October, 2000.

CITY OF EL PASO



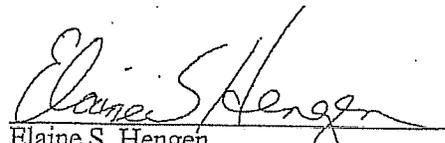
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

GATEWAY CENTRAL PLAZA

LEASE AMENDMENT

This Lease Amendment is made and entered into between Gateway Garden Joint Venture, hereafter referred to as "Owner", and The City of El Paso, Texas, hereafter referred to as "Tenant".

WITNESSETH:

Whereas, Owner and Tenant executed a Lease Agreement, dated September 6, 1991, and subsequent Lease Renewal Amendment dated October 22, 1996, (hereafter together referred to as the "Lease"), to lease the premises designated as Suites W200 and W205, in the building known as Gateway Central Plaza, located at 2211 E. Missouri in the City of El Paso, El Paso County, Texas.

Now, therefore, the parties hereto described hereby agree to modify the Lease in the following particulars:

1. The term of the Lease shall be renewed and extended for five (5) additional years commencing October 1, 2002, and expiring September 30, 2007.

2. Specific improvements to be performed at the Landlord's sole expense are as follows:

- a. Paint all walls
- b. Install new carpet and vinyl base

Said improvements are scheduled to be performed as soon as possible following the date of final approval and execution of this Amendment by Tenant.

3. During the final two years of the current Lease, the total monthly base rent on the entire Leased Premises is scheduled as follows:

October 1, 2000 - September 30, 2001	\$5,666.67
October 1, 2001 - September 30, 2002	\$5,666.67

The total monthly base rent during the five (5) year renewal term on the entire Leased Premises is scheduled as follows:

October 1, 2002 - September, 2003	\$5,843.75
October 1, 2003 - September, 2004	\$6,020.83
October 1, 2004 - September, 2005	\$6,197.92
October 1, 2005 - September, 2006	\$6,375.00
October 1, 2006 - September, 2007	\$6,552.08

Gateway Central Plaza

Lease Renewal Amendment between Gateway Garden Joint Venture, Owners, and The City of El Paso, Texas., Tenant

Page 2

All notices required under this Item shall be sent to the attention of Robert Adkinson, El Paso Police Department, 911 N. Raynor Street, El Paso, Texas 79903.

All other conditions and terms of the Lease and Lease Amendments shall remain the same.

Executed in multiple counterparts, each of which shall have the full force and effect of the original, this 17th day of October, 2000.

4,250/ft leased
\$78,624.96/yr Browsable
\$18.50/s.f.
Who pays what
expenses?

GATEWAY GARDEN JOINT VENTURE
Owner

By: _____
Patrick B. Wieland

CITY OF EL PASO, TEXAS
Tenant

By: _____
Mayor ~~FRANCIS~~ ORTEGA, JR.

APPROVED:

Carole Hunter
City Clerk

APPROVED AS TO FORM:

Elaine S. Hengen
Assistant City Attorney. Elaine S. Hengen

APPROVED AS TO CONTENT:

Carlos Leon
Chief of Police

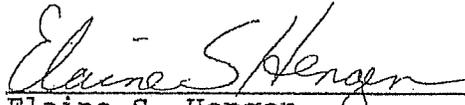
CITY OF EL PASO
Tenant

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

APPROVED AS TO CONTENT:



Russ Leach
Chief of Police

**hiett &
associates**
Property Management

Received by Internal Affairs

6-5-07 6:15 E.M. 

June 5, 2007

Lt. Raymond Chairés
City Of El Paso
Internal Affairs- El Paso Police Department
2211 E. Missouri, Suite W-200-205
El Paso, Texas 79903

Re: Gateway Garden Office Building
2211 E. Missouri, El Paso, Texas 79903

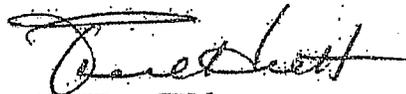
Dear Internal Affairs:

The Lease Amendment to the Lease Contract with Gateway Garden Joint Venture and The City of El Paso will be expiring on September 30, 2007 and the Landlord would like to offer the following Lease Extension monthly rental rates for another five (5) year term.

October 1, 2007-September 30, 2008	\$6552.00	No Increase
October 1, 2008-September 30, 2009	\$6815.00	4%
October 1, 2009-September 30, 2010	\$7087.00	4%
October 1, 2010-September 30, 2011	\$7370.00	4%
October 1, 2011-September 30, 2012	\$7370.00	No Increase

All other conditions and terms of the Lease and Lease Extension Agreement shall remain the same. Please let us know if we can proceed with drafting the Lease Extension Agreement for your approval and signature.

Sincerely,
HIETT & ASSOCIATES


Paul D. Hiett, CPM
Managing Agent

cc JS & GM LP, Landlord



2211 E. Missouri • Ste. N221 • El Paso, Texas 79903
(915) 760-4533 • Fax (915) 760-6279 • E-mail: paul@hieftassociates.com
Toll: 877-850-6266



GATEWAY CENTRAL PLAZA
LEASE RENEWAL AMENDMENT

This Lease Amendment is made and entered into between Gateway Garden Joint Venture, hereafter referred to as "Owner", and The City of El Paso, Texas, hereafter referred to as "Tenant".

WITNESSETH:

Whereas, Owner and Tenant executed a Lease Agreement, hereafter referred to as the "Lease", dated September 6, 1991 to lease the premises designated as Suite W205 in the building known as Gateway Central Plaza located at 2211 E. Missouri in the City of El Paso, El Paso County, Texas.

Now, therefore, the parties hereto described hereby agree to modify the Lease in the following particulars:

1. The term of the Lease shall be renewed and extended for a five (5) year period commencing October 1, 1997 and expiring September 30, 2002.

2. The Leased Premises shall be expanded to include 1,066 rentable square feet designated on the attached Exhibit "A" and known as Suite W200. Thus, the total occupied rentable square footage of the Leased Premises becomes 4,250.

3. Specific improvements to adjoin Suite W205 and Suite W200 to be performed at the Landlord's sole expense are as follows:

a. Construct a wall closing off the top of the stairwell currently located within Suite W200.

b. Demolish portion of wall located at the northwest end of the hallway in Suite W205 creating a cased opening to provide access between Suites W205 and W200.

c. Demolish partition wall currently existing between first two offices located directly left when entering Suite W200.

d. Paint all walls within Suite W200 to as closely as possible match the existing paint color in Suite W205.

e. Install new carpet and vinyl base within Suite W200 to as closely as possible match the existing carpet and vinyl base in Suite W205.

Said improvements are scheduled to be performed as soon as possible following the date of final approval and execution of this amendment by Tenant and shall be completed no later than November 30, 1996.

4. With respect to Suite W200, during the first six (6) months of occupancy, October 1, 1996 through March 31, 1997, the monthly base rent shall be decreased by one-half of the current rental rate. Said rent reduction being incorporated into the rent schedule set forth below under Item #5.

5. During the final year of the current Lease, the total monthly base rent on the entire Leased Premises is scheduled as follows:

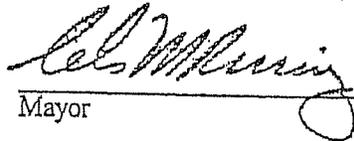
RESOLUTION

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

That the Mayor be authorized to sign a Lease Renewal Amendment by and between the City of El Paso and Gateway Garden Joint Venture to extend the lease to September 30, 2007 for a portion of the building located at 2211 East Missouri Avenue, for the offices of the Internal Affairs Division of the El Paso Police Department.

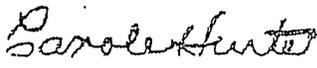
Dated this 17th day of October, 2000.

CITY OF EL PASO



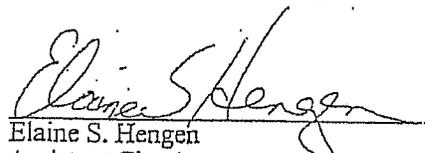
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

GATEWAY CENTRAL PLAZA

LEASE AMENDMENT

This Lease Amendment is made and entered into between Gateway Garden Joint Venture, hereafter referred to as "Owner", and The City of El Paso, Texas, hereafter referred to as "Tenant".

WITNESSETH:

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Now, therefore, the parties hereto described hereby agree to modify the Lease in the following particulars:

1. The term of the Lease shall be renewed and extended for five (5) additional years commencing October 1, 2002, and expiring September 30, 2007.

2. Specific improvements to be performed at the Landlord's sole expense are as follows:

- a. Paint all walls
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Said improvements are scheduled to be performed as soon as possible following the date of final approval and execution of this Amendment by Tenant.

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October 1, 2000 - September 30, 2001	\$5,666.67
October 1, 2001 - September 30, 2002	\$5,666.67

The total monthly base rent during the five (5) year renewal term on the entire Leased Premises is scheduled as follows:

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October 1, 2003 - September, 2004	\$6,020.83
October 1, 2004 - September, 2005	\$6,197.92
October 1, 2005 - September, 2006	\$6,375.00
October 1, 2006 - September, 2007	\$6,552.08

Gateway Central Plaza

Lease Renewal Amendment between Gateway Garden Joint Venture, Owners, and The City of El Paso, Texas., Tenant

Page 2

All notices required under this Item shall be sent to the attention of Robert Adkinson, El Paso Police Department, 911 N. Raynor Street, El Paso, Texas 79903.

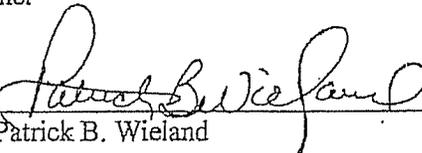
All other conditions and terms of the Lease and Lease Amendments shall remain the same.

Executed in multiple counterparts, each of which shall have the full force and effect of the original, this 17th day of October, 2000.

GATEWAY GARDEN JOINT VENTURE

Owner

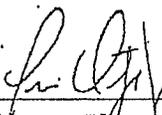
By:


Patrick B. Wieland

CITY OF EL PASO, TEXAS

Tenant

By:

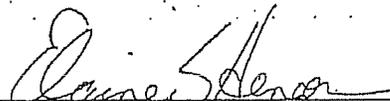

Mayor ~~PRO-TEM~~ **PRESI ORTEGA, JR.**

ATTEST:



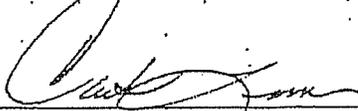
City Clerk

APPROVED AS TO FORM:



Assistant City Attorney - Elaine S. Hengen

APPROVED AS TO CONTENT:



Carlos Leon
Chief of Police

Gateway Central Plaza
Lease Renewal Amendment between Gateway Garden Joint Venture, Owners, and The City of El Paso, Texas., Tenant
Page 2

All notices required under this Item shall be sent to the attention of Robert Adkinson, El Paso Police Department, 911 N. Raynor Street, El Paso, Texas 79903.

All other conditions and terms of the Lease and Lease Amendments shall remain the same.

Executed in multiple counterparts, each of which shall have the full force and effect of the original, this 17th day of October, 2000.

GATEWAY GARDEN JOINT VENTURE

Owner

By: Patrick B. Wieland

Patrick B. Wieland

CITY OF EL PASO, TEXAS

Tenant

By: Presi Ortega, Jr.

Mayor PRO-TEM PRESI ORTEGA, JR.

ATTEST:

Carole Hunter
City Clerk

APPROVED AS TO FORM:

Elaine S. Hengen
Assistant City Attorney - Elaine S. Hengen

APPROVED AS TO CONTENT:

Carlos Leon
Carlos Leon
Chief of Police

2F

Where: Back
Drawer: Leases
Name: Gateway Garden Joint Venture Leases

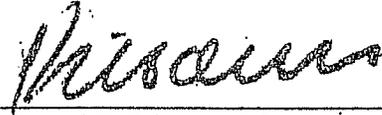
RESOLUTION

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

That the Mayor be authorized to sign a Tenant Estoppel Certificate on behalf of the City of El Paso, relating to the lease of office space at 2211 E. Missouri, Suites W-200 and W-205, by and between the City of El Paso and Gateway Garden Joint Venture.

ADOPTED this 11th day of June, 2002.

CITY OF EL PASO:

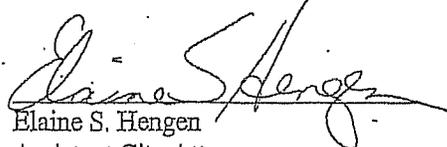

Raymond C. Caballero, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:


Elaine S. Hengen
Assistant City Attorney

R E S O L U T I O N

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

That the Mayor be authorized to sign a Tenant Acceptance Estoppel Certificate on behalf of the CITY OF EL PASO, relating to the lease of office space at 2211 E. Missouri, Suite W-205, by and between the City of El Paso and Gateway Garden Joint Venture.

ADOPTED this 27th day of August, 1996.

CITY OF EL PASO:

Bob R. ...
Mayor ~~PRO-TEM~~

ATTEST:

Carole J. ...
City Clerk

APPROVED AS TO FORM:

Elaine S. Hengen
Elaine S. Hengen
Assistant City Attorney

Tenant Acceptance

August 27, 1996
Date

Southern Farm Bureau Life Insurance Company
Southern Farm Bureau Annuity Insurance Company
(Hereinafter "Lender")

RE: Lease dated October 1, 1991 (also list amendments)
Lease between Gateway Garden Joint Venture, "Owner"
and The City of El Paso, Texas, "Tenant"
LOCATION: Space W205
STORE:

Gentlemen:

The undersigned, as tenant hereby confirms the following:

1. That as of this date no default or circumstance that could in the future give rise to a default under the terms of the said lease, as amended, exists to the best of our knowledge, information and belief.
2. That except for latent defects and the matters stated below, it has accepted possession of the premises demised pursuant to the terms of the aforesaid lease.
3. That the improvements and space required to be furnished according to the aforesaid lease have been completed in all respects and have been found to be satisfactory, except for unknown latent defects.
4. That the Landlord has fulfilled all of its duties of an inducement nature including the parking requirements as set forth in the lease.
5. That the aforesaid lease has not been modified, altered or amended except as noted herein.
6. That there are no known off-sets or credits against rentals, nor, have rentals been prepaid except as provided by the lease terms, but in no event have rentals been paid more than thirty (30) days in advance.
7. That the monthly rentals of \$ 3,847.33 have been paid since October 1, 19 95, and are presently paid through August 1, 19 96 or that said rentals shall commence to accrue on the _____ day of _____, 19____. The primary lease term expires September 30, 19 97.

8. That we have no notice or knowledge of a prior assignment, hypothecation or pledge of rents of the lease.

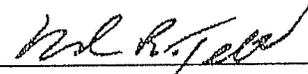
9. Tenant acknowledges that the address to which notices shall be given to the Lender is:

Southern Farm Bureau Life Insurance Company
Southern Farm Bureau Annuity Insurance Company
P. O. Box 78
Jackson, Mississippi 39205-0078
ATTN: Investment Department

10. The undersigned further agrees with Lender from and after the date hereof that it will not pay rent under said Lease more than 30 days in advance of its due date, will not surrender the lease or consent to modification of any of the terms of said lease nor to the termination thereof by the Landlord, and will not seek to terminate said Lease without rentals by reason of any act or omission of the Landlord until it shall have given written notice of such act or omission to Lender and until a reasonable period of not less than 30 days shall have elapsed following the giving of such notice, during which period Lender shall have the right, by shall not be obligated, to remedy such act or omission or proceed with reasonable diligence and good faith to complete the curing thereof.

11. It is understood that Lender will rely upon this certificate in making or otherwise acquiring a mortgage loan to Landlord in connection with which the interest of Landlord in said Lease is being or has been conditionally assigned to Lender. Tenant acknowledges notice of the assignment.

THE CITY OF EL PASO, TEXAS

By: 
Larry Francis, Mayor

ATTEST:


City Clerk

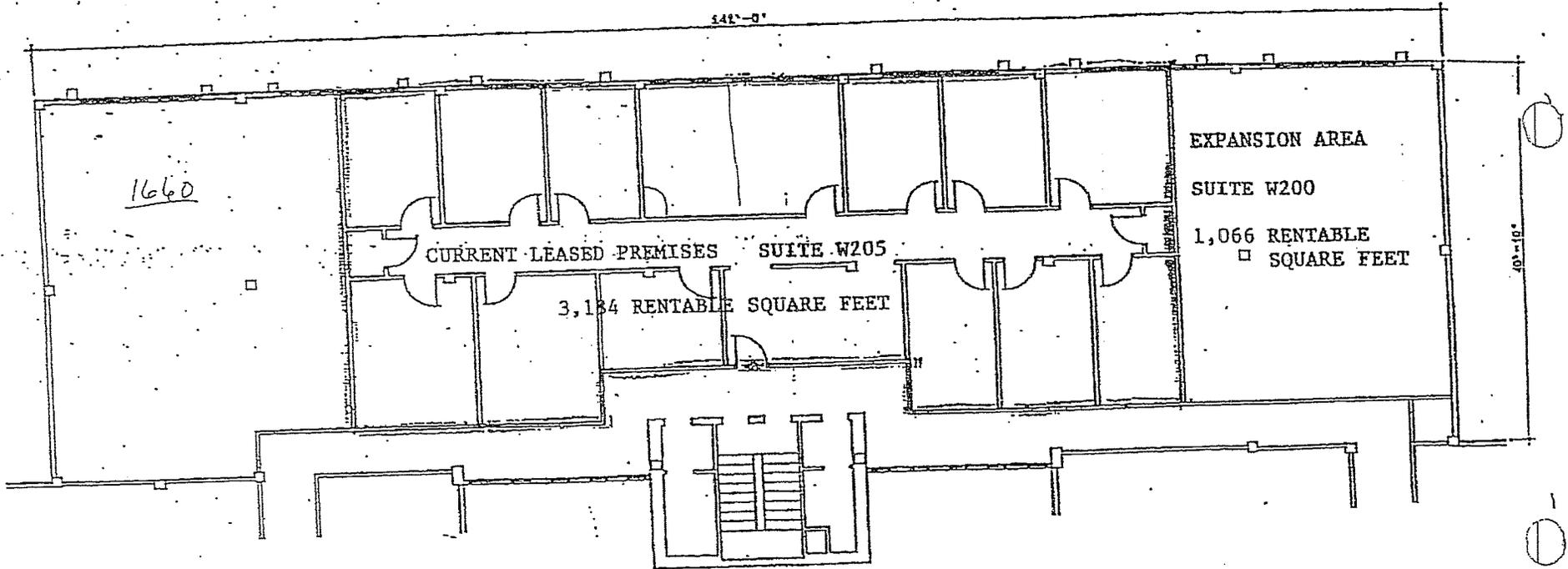
APPROVED AS TO FORM:


Assistant City Attorney

EXHIBIT "A"

4250 #

LEASE RENEWAL AMENDMENT BETWEEN GATEWAY GARDEN JOINT VENTURE, OWNER, AND THE CITY OF EL PASO, TENANT



GATEWAY CENTRAL PLAZA #14.40
2211 E. MISSOURI

renewal - 5 yr lease

AMOUNT

TOTAL 8031 X 19.24 = 154,576.44

monthly \$12,876.37



Google earth

