

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

DEPARTMENT: Municipal Clerk
AGENDA DATE: 09-25-07
CONTACT PERSON/PHONE: Richarda D. Momsen
DISTRICT(S) AFFECTED: District 8

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve a resolution that the City Manager is hereby authorized to sign, on behalf of the City of El Paso, a Lease Agreement between Luciana V. Lyon, individually and as Independent Executrix of the Estate of Charles Lyon, Jr., Lessor, and the City of El Paso, Lessee. Said lease is for sixty-three (63) 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:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This agreement secures parking spaces for the Municipal Court, City Prosecutor and EPPD Property Office employees who are stationed at 810 East Overland.

PRIOR COUNCIL ACTION:

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

Yes, most recently in August 2004 and annually prior to that, dating back to 1991 when Municipal Court relocated to the MDR building at 810 East Overland

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?

Yes, the item is budgeted.

Fund 01101 General
Dept 11010011 Municipal Clerk
Acct 502412 Land Lease

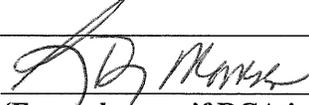
BOARD / COMMISSION ACTION:

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 is hereby authorized to sign, on behalf of the City of El Paso, a Lease Agreement between Luciana V. Lyon, individually and as Independent Executrix of the Estate of Charles Lyon, Jr., Lessor, and the City of El Paso, Lessee. Said lease is for sixty-three (63) 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 _____ day of _____, 2007.

THE CITY OF EL PASO

Joyce Wilson
City Manager

ATTEST:

Municipal Clerk

APPROVED AS TO FORM:



A.M. Avila
Assistant City Attorney

CITY CLERK DEPT.
07 SEP 19 PM 1:19

STATE OF TEXAS

CITY CLERK DEPT.

LEASE AGREEMENT

COUNTY OF EL PASO

07 SEP 19 PM 1:20

This lease made this 25th day of September, 2007 by and between **LUCIANA V. LYON**, individually and as Independent Executrix of the Estate of Charles Lyon, Jr., hereinafter called "Lessor", and the **CITY OF EL PASO**, a Texas municipality, hereinafter called "Lessee" witnesseth:

1. Lessor hereby lease to Lessee and the Lessee leases from the Lessor, sixty-three (63) parking spaces located at 216 S. Ochoa Street, El Paso, Texas said lease commencing on the 1st day of October, 2007 and ending on the 30th day of September, 2010.
2. Lessor will provide sixty-three parking spaces and Lessee will continue to provide and issue sixty-three "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 has also contracted the services of Diversified Parking, Inc., a professional parking management contractor, 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, 2007 – September 30, 2010, the Lessee agrees to pay as rent the sum of forty dollars (\$40.00) per parking space per month, and such rent shall be payable monthly, in advance, to Diversified Parking, Inc. 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 El Paso City council does not fund employee parking in the FY2008, FY2009, and FY2010 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: Diversified Parking, Inc., Managing Agent for
Luciana V. Lyon, individually and as Independent
Executrix of the Estate of Charles Lyon, Jr.
300 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

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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 here to employ an attorney to enforce or to defend the rights or remedies hereinafter and shall such party prevail, such party shall be entitled to request reasonable attorney's fees, court costs and other expenses incurred in such connection, in accordance with the applicable law.
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 or condition.
14. Liability Insurance. Lessor, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force 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.

Authorized to sign for CITY OF EL PASO, Lessee

Joyce Wilson
City Manager

ATTEST:

Richarda Duffy Momsen, Municipal Clerk

APPROVED AS TO FORM:


A.M. Avila

Luciana V. Lyon,
Individually and as
Independent Executrix of the
Estate of Charles Lyon, Jr.
Lessor

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