Agenda Item Form

Agenda Date: 8/24/2004

Districts Affected: all
Dept. Head/Contact Information: Ms. Richarda Duffy Momsen

Type of Agenda Item:

- ☒ Resolution
- ☐ Tax Installment Agreements
- ☐ RFP/ BID/ Best Value Procurement
- ☐ Application for Facility Use
- ☐ Interlocal Agreements
- ☐ Other _____
- ☐ Staffing Table Changes
- ☐ Tax Refunds
- ☐ Budget Transfer
- ☐ Bldg. Permits/Inspection
- ☒ Contract/Lease Agreement
- ☐ Board Appointments
- ☐ Donations
- ☐ Item Placed by Citizen
- ☐ Introduction of Ordinance
- ☐ Grant Application

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

☐ Legal Review Required Attorney Assigned (please scroll down): Al Avila ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days:_____

Why is this item necessary:
Parking lot contract for Municipal Court. The contract is for the lease of 56 spaces, from 5:00 am - 6:00 pm, 7 days per week for Court employees.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
$ 40.00 per space for 56 spaces, this will include maintenance and cleaning of the parking lot. $ 26,880

Statutory or Citizen Concerns:
None

Departmental Concerns:
None

JOE WARDY
MAYOR

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING, JR.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN F. COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY W. COBOS
DISTRICT NO. 8

To: Honorable Mayor Joe Wardy and City Representatives

From: Richarda Duffy Momsen, Municipal Clerk

Subject: Municipal Court Renewal ofParking Lot Lease on Agenda for August 24, 2004

Date: August 19, 2004

Please be advised that on the August 24 City Council Consent Agenda will appear the renewal of the parking lot contract with Brenda Lyon. This contract is for Municipal Court, City Prosecutor, and EPPD Property Office employee parking at 216 Ochoa. This lot is directly behind the downtown Municipal Court at 810 East Overland, a building the City leases from the County of El Paso. The Court is a 24/7/365 day operation, staffed in various overlapping shifts, in an area where parking is at a premium. One new feature of the renewal lease is the provision that maintenance and clean up of the lot will be provided by Ms. Lyons. The lease is for a three (3) year period for fifty six (56) parking spaces. The amount per parking space is $40 per space, per month for a total of $26, 880 annually.

I am available at 541-4127 if you would like me to provide additional information.

Districts Affected: City Employees From All Districts
Funding Source:
General Fund: 01101
Municipal Court: 11010011
Contractual Services: 502412

CC: Jim Martinez, CAO
Richard Wiles, Chief of Police
Lisa Elizondo, City Attorney
Al Avila, City Prosecutor
Adrian Ocegueda, Executive Assistant to the Mayor

RESOLUTION

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

That the Mayor is hereby authorized to sign, on behalf of the City, a Lease Agreement between LUCIANA LYON, Lessor, and THE CITY OF EL PASO, Lessee. Said Lease is for fifty-six (56) parking spaces located at 216 South Ochoa Street, El Paso, El Paso County, Texas and adjacent to the Municipal Court facility in downtown El Paso.

ADOPTED this _____ day of _____, 2004.

THE CITY OF EL PASO

_____
Joe Wardy, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

A.M. Avila
Assistant City Attorney

STATE OF TEXAS	)	
	)	LEASE AGREEMENT
COUNTY OF EL PASO	)	

This lease made this 31st day of August, 2004 by and between **LUCIANA LYON,** hereinafter called "Lessor", and the **CITY OF EL PASO**, a Texas municipality, hereinafter called "Lessee", witnesseth:

1. Lessor hereby leases to Lessee and Lessee leases from Lessor, fifty-six (56) parking spaces located at 216 S. Ochoa Street, El Paso, Texas said lease commencing on the 1st day of September, 2004 and ending at 11:59 on the 31st day of August 2007, between the hours of 5:00 a.m. through 6:00 p.m.

2. Lessor will provide a distinct number or letter for each of the fifty six parking spaces leased to Lessee in order that Lessor and Lessee can verify that the terms of the contract are being complied with. Each number or letter will be stenciled in a manner that readily identifies each parking space.

3. Lessor agrees to put up a sign that gives reasonable notice that unauthorized vehicles will be towed at owner's expense. Lessor agrees to permit Lessee, Lessee's authorized agent or independent contractor to enter said premises at 216 S. Ochoa Street and remove from said premises unauthorized vehicles that are using the parking spaces that have been rented by Lessee.

4. Lessor agrees to keep the said premises, at 216 S. Ochoa Street, free of trash and debris by providing a bi-weekly cleanup of the same. Lessor also agrees to maintain the said premises, at 216 S. Ochoa, Street, free of potholes by responding to notice of the same within a reasonable time.

5. For the period September 1, 2004 – August 31, 2007, 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, on the first day of each month during said term.

6. The City of El Paso may cancel this lease with written notice of 30 days. If El Paso City Council does not fund employee parking in the FY2005, FY2006 and FY 2007 budget, the Lessee will provide written notice to the Lessor of the Lessee's cancellation of the lease effective upon termination of 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: Luciana Lyon

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

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 insure 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 an attorney to enforce or to defend the rights or remedies hereunder 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 constructed 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 for the benefit 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 Ten Million Dollars ($10,000,000.00) for bodily injury to one person for each occurrence, Twenty Million Dollars ($20,000,000.00) 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, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

15. Limitation of Liability. Lessor is solely responsible for the condition and maintenance of the parking lots in question and will conduct reasonable inspections to insure that the property is in a safe condition. In the event that the Lessee, or any member of the public, notifies the Lessor of a problem with the condition of the parking lot or area contemplated by this agreement, the Lessor, at his sole expense, will undertake to effect all necessary repairs within a reasonable time after notice or erect such temporary barricades as are necessary to insure the safety to the public. Lessee assumes no responsibility for the condition of the premises at any time.

(Signatures on following page)

Authorized to sign for CITY OF EL PASO

Joe Wardy, Mayor

Luciana Lyon
Lessor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

A. M. Avila
Assistant City Attorney

APPROVED AS TO CONTENT:

Richarda Duffy Momsen
Municipal Court Clerk