

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

Funds have been encumbered out of funds previously appropriated for such purpose.

Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

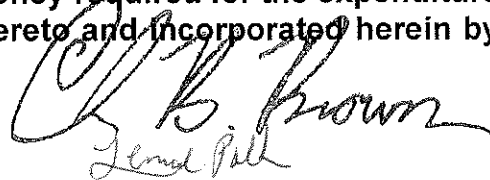
Funds will be available out of current or general revenue prior to the maturity of any such obligation.

No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.

A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

Other - Grant Funds Available



Date: 7-14, 2020 City Controller of the City of Houston, Texas

MS
SCC

FUND REF: 23012000 ⁵²⁰¹¹⁶ AMOUNT: \$178,680.00 ENCUMB. NO. FR 3-5100 :

City of Houston, Texas, Ordinance No. 2020 - 621

AN ORDINANCE APPROVING AND AUTHORIZING A PARKING LEASE BETWEEN KITCHCO REALTY, LTD., METCO REALTY, LTD. AND HBT REALTY, LTD., JOINTLY AS LANDLORD, AND THE CITY OF HOUSTON, TEXAS, AS TENANT, FOR APPROXIMATELY ONE ACRE OF LAND LOCATED AT 1110 WASHINGTON AVENUE, HOUSTON, TEXAS, FOR PARKING FOR THE HOUSTON PERMITTING CENTER; PROVIDING A MAXIMUM CONTRACT AMOUNT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto as **Exhibit "A"** and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Attorney is hereby authorized to take all action necessary to enforce legal obligations under said contract without further authorization from City Council.

Section 2. That the total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$920,607.05** unless and until this sum is increased by ordinance of City Council.

Section 3. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 15th day of July, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 21 2020.

Atty. General

City Secretary

Prepared by Legal Dept. Mary Bakula
(MFB/mfb June 25, 2020) Senior Assistant City Attorney
Requested by C.J. Messiah, Jr., Director, General Services Department
L.D. File No. 0331500010002)

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
		DAVIS
		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

Exhibit "A"

PARKING LEASE

PARKING LEASE

This **PARKING LEASE** ("Agreement") by and between **KITCHCO REALTY, LTD., METCO REALTY, LTD.,** and **HBT REALTY LTD.** (jointly called "Landlord"), owners of the property located at 1110 Washington Avenue, Houston, Harris County, Texas, more particularly described on **EXHIBIT A** attached hereto and made a part hereof ("Premises"), and the **CITY OF HOUSTON** ("Tenant" or "City"), a municipal corporation and home-rule city of the State of Texas, is made effective on the date of countersignature by the City Controller ("Effective Date").

I. USE OF PREMISES

Landlord hereby grants Tenant the right to park passenger vehicles and pickup trucks, excluding all buses and heavy equipment, on the Premises, without charging a parking fee to any vehicle/truck owner, on the terms and conditions as set forth in this Agreement. In consideration for Tenant's payment of the rent described below, Landlord leases said Premises to Tenant.

II. RENT

The consideration for this Agreement is the annual amount of \$178,680.00, payable in advance in monthly installments of \$14,890.00 per month. The annual rent to be paid by Tenant for a renewal period provided for in provision **III** below shall be increased annually by 1.5% commencing at the beginning of the renewal period, and the amount of each monthly installment shall be adjusted accordingly.

III. TERM

This Agreement shall be for an initial term of one (1) year, commencing on the first day of the next immediately occurring month following the Effective Date ("Commencement Date"). This Agreement shall automatically renew for four (4) additional one-year terms. At any time during the term of this Agreement, either party may give the other 180 days prior written notice of the election to terminate this Agreement. Upon written notice to terminate this Agreement, the Agreement will terminate 180 days from the date of the written termination notice.

IV. RULES AND REGULATIONS

Tenant shall comply with all laws and ordinances applicable to the use, condition and occupancy of the Premises and with all environmental rules and regulations related to Tenant's operation of the Premises. Tenant shall obtain all required permits and certificates before commencing the use of the Premises under the Agreement.

V. ALLOCATION OF RISK AND RELEASE

TENANT SHALL INsofar AS IS PERMITTED BY APPLICABLE LAW, HOLD LANDLORD HARMLESS AND DEFEND LANDLORD AGAINST ANY AND ALL CLAIMS, LOSS OR LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY AND/OR STRUCTURES IN, ON OR ABOUT THE PREMISES WHEN SUCH INJURY OR DAMAGE SHALL BE CAUSED BY THE ACT, NEGLIGENCE,

FAULT OF, OR OMISSION BY TENANT, ITS AGENTS, SERVANTS, EMPLOYEES, OR INVITEES. LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF THE TENANT'S PARKING INVITEES ON THE PREMISES, EXCEPTING ONLY DULY AUTHORIZED EMPLOYEES AND AGENTS OF LANDLORD.

UPON THE FILING BY ANYONE OF ANY TYPE OF CLAIM, CAUSE OF ACTION OR LAWSUIT (HEREAFTER COLLECTIVELY REFERRED TO AS "CLAIM") AGAINST LANDLORD FOR ANY TYPE OF DAMAGES ARISING OUT OF INCIDENTS FOR WHICH TENANT MAY BE LIABLE, LANDLORD SHALL NOTIFY TENANT OF SUCH CLAIM. IN THE EVENT THAT TENANT DOES NOT SETTLE OR COMPROMISE SUCH CLAIM AT ITS OWN COST AND EXPENSE, TENANT, AT ITS SOLE COST AND EXPENSE, SHALL UNDERTAKE THE LEGAL DEFENSE OF SUCH CLAIM ON BEHALF OF BOTH LANDLORD AND TENANT UNTIL FINAL DISPOSITION, INCLUDING ALL APPEALS. LANDLORD MAY PARTICIPATE IN THE LEGAL DEFENSE OF ANY SUCH CLAIM. ANY FINAL JUDGMENT RENDERED AGAINST LANDLORD FOR ANY CAUSE FOR WHICH TENANT IS LIABLE SHALL BE CONCLUSIVE AGAINST TENANT AS TO LIABILITY AND AMOUNT UPON THE EXPIRATION OF THE TIME FOR ALL APPEALS.

VI. MISCELLANEOUS

1. Tenant accepts the Premises in its present condition "AS IS". Within fifteen (15) days of the Effective Date, Landlord shall (i) remove the existing fencing on the Premises; and (ii) stripe the parking spaces on the Premises, and on the adjoining property at 1010 Washington Avenue, which is leased separately by Landlord to Tenant pursuant to that certain Parking Lease approved by Ordinance No. 2020-375, passed and adopted by City Council on May 6, 2020, and made effective on May 11, 2020, in accordance with the parking layout depicted on **EXHIBIT B** attached hereto and made a part hereof.
2. Tenant shall not make improvements of any kind to the Premises without Landlord's prior written consent. Any improvements made by Tenant shall become the property of the Landlord, unless Landlord requires such improvements to be removed by Tenant upon termination or expiration of this Agreement. Tenant has no claim to any existing improvements on the Premises or that may be placed on the Premises in the future. Anything to the contrary notwithstanding, Tenant, at Tenant's expense, may add security cameras to the Premises and remove same upon termination or expiration of this Agreement.
3. Tenant shall, at all times, maintain the Premises in a safe and clean condition and shall deliver the Premises at the time of the expiration or termination of the Agreement to the Landlord in the same condition existing as of the Commencement Date, ordinary wear and tear accepted.
4. Tenant shall have the electric utilities transferred to Tenant and shall timely pay all utility bills for the period Tenant occupies the Premises. Tenant shall be responsible

for sweeping the paving and cutting the grass located on the Premises. Tenant shall be responsible for maintaining the paving surface, parking stripping and light fixtures located on the Premises. Landlord is responsible for and shall timely pay all drainage fees and ad valorem taxes attributable to the Premises during the term of this Agreement.

5. Tenant agrees it will not: (1) create a nuisance; (2) permit any waste; (3) use the Premises in any way that is extra hazardous; or (4) allow a lien to be placed on the premises.
6. Tenant shall not assign this Agreement, transfer any of the parking rights granted hereunder or sublet or make any alteration thereto without Landlord's written consent. This provision shall not apply to any assignment made by Tenant in connection with allocation(s) within or between the Tenant's different departments.
7. If Tenant is in default under any provision of this Agreement, Landlord agrees to give Tenant written notice and 15 days to cure such default.
8. If any provision of this Agreement is determined to be invalid, the remaining provisions shall not be affected and will remain in full force.
9. This Agreement shall be construed, interpreted, governed and enforced in accordance with the applicable laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie exclusively in Harris County, Texas.
10. The Assistant Director of Real Estate, General Services Department, City of Houston, or his or her designee, is authorized on behalf of the City to take all actions necessary to effectuate the City's intent and objectives in administering this Agreement, including the right to execute all ministerial documents required or permitted under this Agreement without further authorization from other City officials, provided that such documents do not amend or modify any terms or provisions under this Agreement.
11. This Agreement is subject to all applicable terms and provisions of the Charter and the Code of Ordinances of the City of Houston, Texas, and is subject to approval by the City Council, and shall not be effective until signed by the Mayor and countersigned by the City Controller. Upon such approval and signatures, Tenant represents and warrants that all consents or approvals required for the execution, delivery and performance of this Agreement have been obtained and that Tenant has the right and authority to enter into and perform its covenants and agreements contained in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not, nor shall it be construed to, foreclose or waive the application of all lawful requirements under the applicable laws of the State of Texas for the appropriation, allocation and payment of funds by the City. Any provision of this Agreement which contemplates (a) the payment of money by the City, which payment would require the appropriation or allocation of funds over and above any sums appropriated or allocated prior to the Commencement Date in connection with this Agreement and the transactions

contemplated herein, or (b) any other future action, decision, agreement, waiver or approval which by its nature must be approved by the City Council, shall be subject to the approval of any subsequent City Council to which such matter is presented and to the appropriation or allocation by such City Council of the required funds, in the exercise of its legislative discretion. Landlord understands that the Tenant may be required to appropriate or allocate additional funds for all or a portion of the rent during the term of this Agreement.

12. Landlord and Tenant agree that all notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class United States mail, postage prepaid, certified with return receipt requested, and addressed as set forth below or delivered in person to the intended addressee. Notice mailed in the aforesaid manner shall become effective 3 business days after postmarked; notice given in any other manner shall be effective only upon actual signed receipt by the intended addressee. Each party shall have the continuing right to change its address/contact information shown below by the giving of 15 days prior written notice to the other party in accordance with this provision.

For purposes of providing notice to Tenant under this provision:

City of Houston
Attn: Richard A. Vella
Assistant Director, Real Estate
General Services Department
900 Bagby, 2nd Floor
T: 832.393.8065
E: richard.vella@houstontx.gov

For purposes of providing notice to Landlord under this Agreement:

Kitchco Realty Ltd., et al
Attn: Henry J. N. Taub II
President
P.O. Box 130979
Houston, TX 77219-0979
T: 713.688.3926
F: 713.686.2680

13. This Agreement contains the entire transaction between the parties. There are no other transactions existing than those set forth herein. This Agreement may not be amended except by written agreement signed by both parties and approved by an ordinance duly executed by the Tenant.
14. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement shall constitute a waiver by the City of any provisions of any law relating to governmental immunity or limitations of liability of a governmental entity.

15. The parties may execute this Agreement in multiple counterparts (including by facsimile or electronic signature), each of which shall be deemed an original and constitute one and the same instrument.

[two (2) signature pages following]

"LANDLORD"

KITCHCO REALTY, LTD., a Texas limited
partnership
By its general partner

By: _____
Name: _____
Title: _____

METCO REALTY, LTD., a Texas limited
partnership
By its general partner

By: _____
Name: _____
Title: _____

HBT REALTY LTD. LTD., a Texas limited
partnership
By its general partner

By: _____
Name: _____
Title: _____

"TENANT"

CITY OF HOUSTON, TEXAS

ATTEST:

Pat Jefferson-Daniel
Interim City Secretary

Sylvester Turner
Mayor of the City of Houston

APPROVED AND RECOMMENDED:

COUNTERSIGNED:

Richard A. Vella
Assistant Director of Real Estate
General Services Department

Chris B. Brown
Controller

Date: _____

C.J. Messiah, Jr.
Director, General Services Department

Carol Haddock, P.E.
Director, Houston Public Works

APPROVED AS TO FORM:

Mary Frances Buzak
Senior Assistant City Attorney
L.D.# 0331500010002

Exhibit A

Premises

METES AND BOUNDS DESCRIPTION
FOR A 0.978 ACRE TRACT OF LAND
OUT OF THE JOHN AUSTIN SURVEY, ABSTRACT 1
HARRIS COUNTY, TEXAS

Being a 0.978 acre tract of land out of the John Austin Survey, Abstract 1, Harris County, Texas; said 0.978 acre tract of land being all of that certain called 42,803 square feet tract of land described in Surface Deed to ACR-S Holdings I, L.T.D., as recorded in File Number 20080548133 of the Official Public Records of Real Property of Harris County, Texas; said 0.978 acres being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System (NAD 83), South Central Zone:

BEGINNING at a found "X" scribe in concrete in the North right-of-way line of Washington Avenue (right-of-way varies) as recorded in Volume 347, Page 599 of the Deed Records of Harris County, Texas; also being the Southwest corner of that certain called 0.994274 acre tract of land described in Surface Deed to ACR-S Holdings I, L.T.D., as recorded in File Number 20080548134 of the Official Public Records of Real Property of Harris County, Texas; and the Southeast corner of said 42,803 square feet tract of land;

TRENCE North 79° 07' 34" West with the common line of said 42,803 square feet tract of land and the North right-of-way line of said Washington Avenue, 100.36 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for corner in the East line of that certain called 64,912 square feet acre tract of land as shown on City of Houston Drawing Number 20257, and as recorded in File Number C366477 of the Clerk's Files of Harris County, Texas;

THENCE North 01° 50' 59" West with the common line of said 64,912 square feet tract of land and said 42,803 square feet tract of land, 329.02 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for corner in the Southwesterly line of Unrestricted Reserve "A", Block 1, City of Houston Central Permitting, a subdivision as recorded in Film Code Number 633231 of the Map Records of Harris County, Texas, and File Number 20090200982 of the Official Public Records of Real Property of Harris County, Texas;

THENCE with the common line of said 42,803 square feet tract of land and said Reserve "A" as follows:

South 72° 01' 09" East, 63.73 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for corner;

South 01° 51' 55" East, 15.82 feet to a found 5/8-inch iron rod for corner;

North 88° 08' 05" East, 43.83 feet to a found 5/8-inch iron rod for corner;

South 72° 01' 09" East, 70.28 feet to a set 3/4-inch iron rod with cap stamped "DANNENBAUM ENGINEERING" for the Northeast corner of said 42,803 square feet tract of land and the Northwest corner of the aforementioned 0.994274 acre tract of land;

EXHIBIT "A"

Page Two
0.978 Acres

THENCE South 12° 05' 58" West with the common line of said 42,803 square feet tract of land and said 0.994274 acre tract of land, 298.67 feet to the PLACE OF BEGINNING, containing 0.978 acres of land, more or less.

A survey plat of even date accompanies this description.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

4352-10
0.978 Acres
May 24, 2011

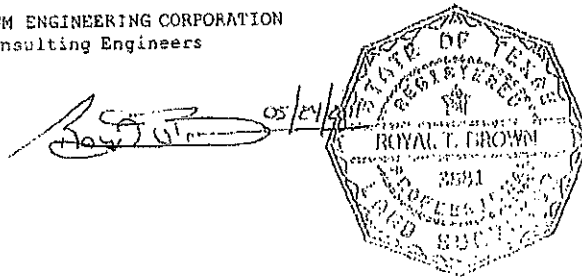
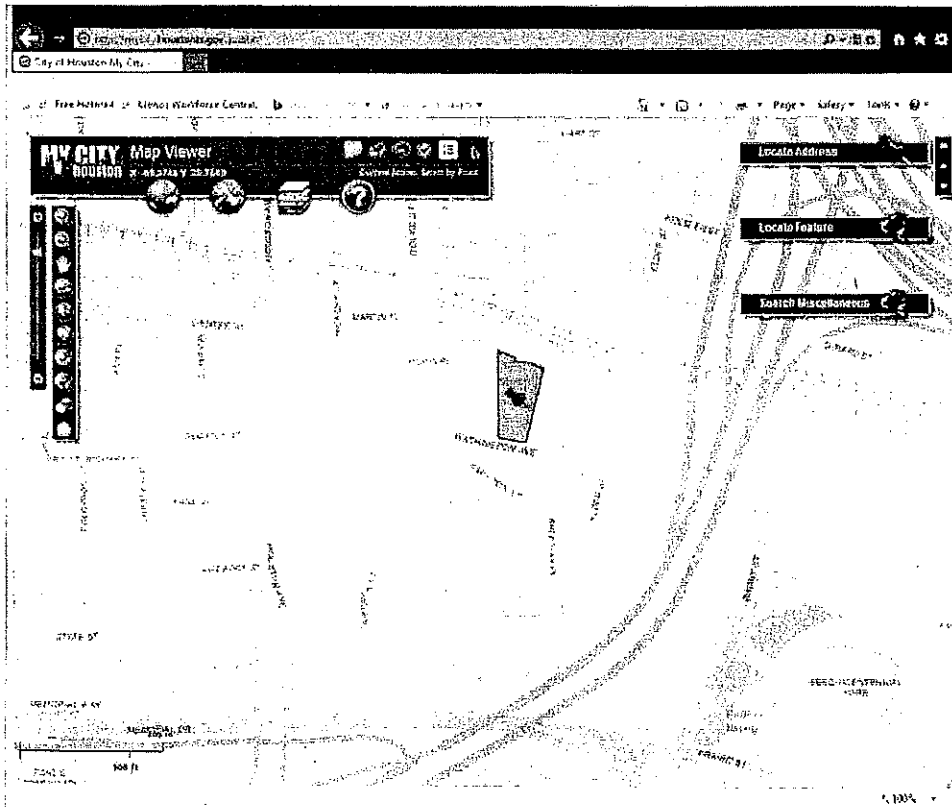


EXHIBIT "A"

Page 2 of 4

Legal Description: TR 9A BLK L EVANS
Property Address: 1110 Washington Avenue, Houston, TX 77002
Owner Name: KitchCo Realty, Ltd., et al.



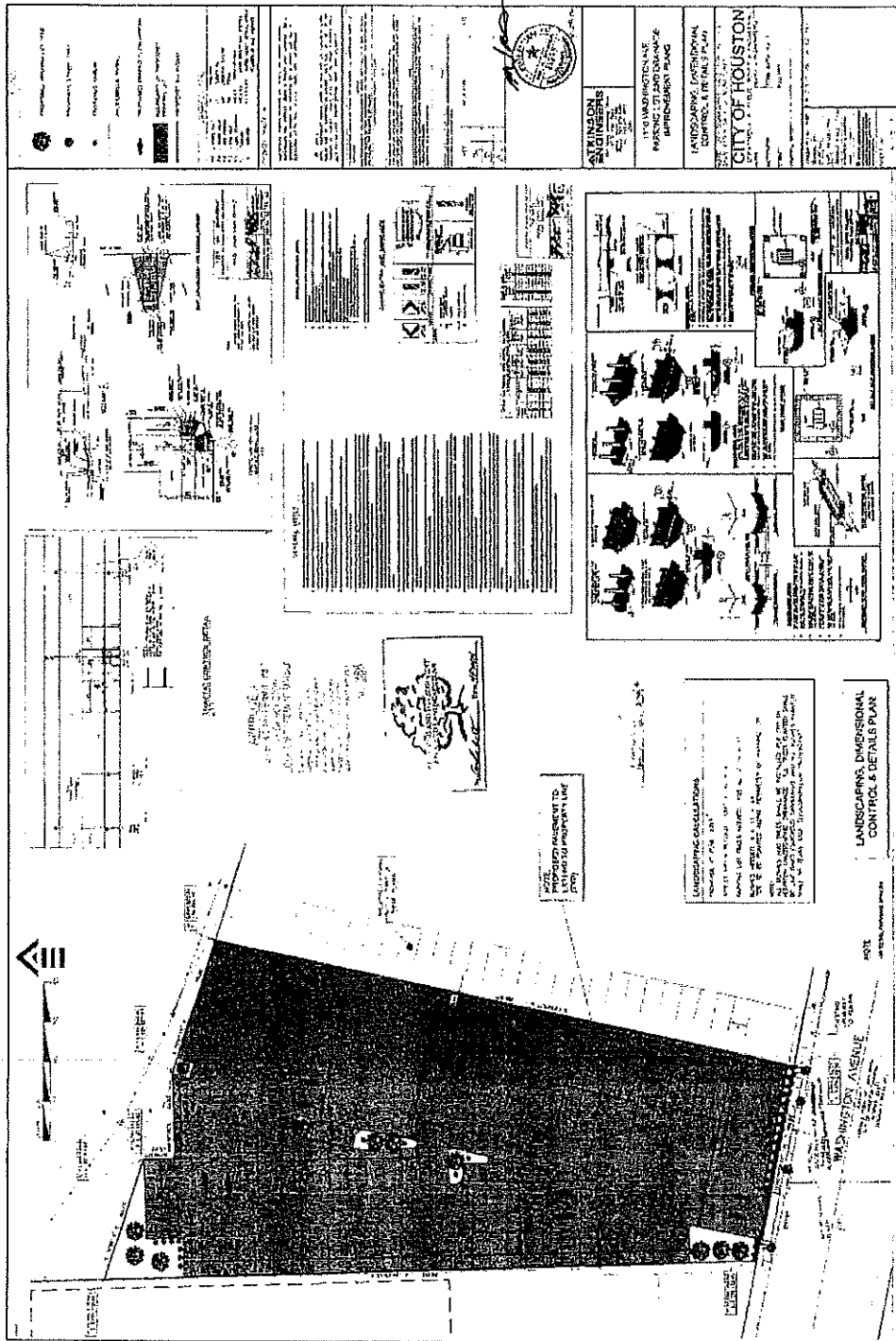
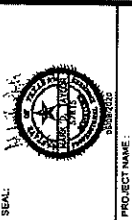


Exhibit B
Parking Layout

ISSUE LOG	
NO.	DESCRIPTION
1	DD REVIEW
2	CC REVIEW

COM - Houston Permitting Dept. SEAL.

CONSULTANT:
JAYMARK ENGINEERING CORPORATION
 1100 WASHINGTON AVE
 HOUSTON, TX 77002



PROJECT NAME:
HPW - 1010 WASHINGTON PARKING LOT DESIGN
 1010 WASHINGTON AVE
 HOUSTON, TX 77002
 WBS NO. D-SAFY20-0001-3-40-01

CITY OF HOUSTON
 GENERAL SERVICES DEPARTMENT

APPROVALS
 PROJECT ENGINEER: [Signature]
 PROJECT SUPERVISOR: [Signature]
 PROJECT MANAGER: [Signature]

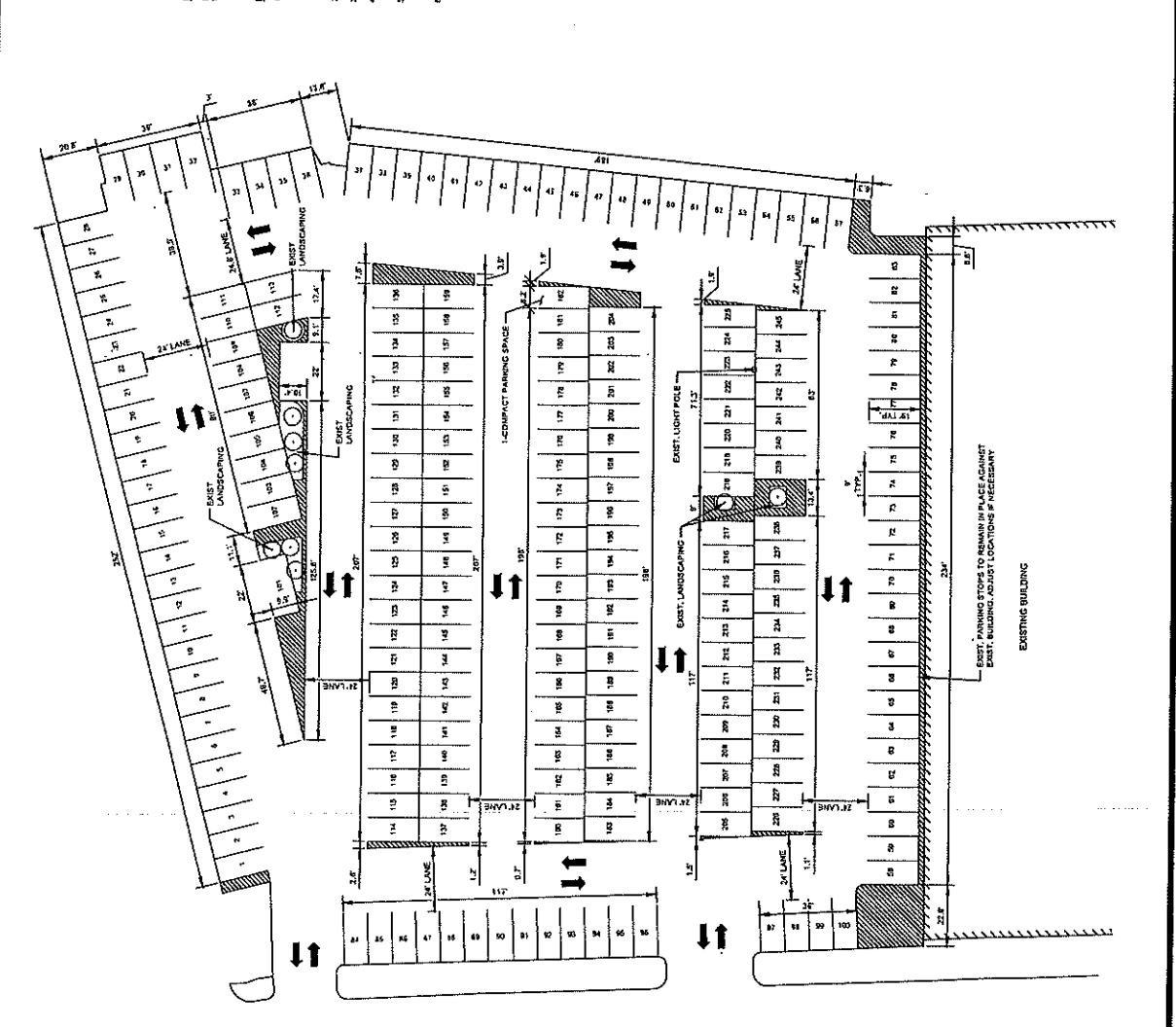
DATE: 08/08/2020
 PROJECT NO: 20-1100
 SCALE: 1"=20'
 DRAWN BY: RM
 CHECKED BY: MDJ
 SHEET TITLE:

PROPOSED PARKING LOT STRIPING PLAN
 SHEET NO. 1



SCALE: 1" = 20'

- NOTES:**
- EXISTING PARKING SPACES TO REMAIN IN PLACE OR ADJUSTED AS NEEDED AGAINST THE EXISTING BUILDING AND EXISTING DRIVEWAYS. EXISTING STRIPING REMAINS UNCHANGED UNLESS SPECIFICALLY NOTED.
 - EXISTING LANDSCAPED AREAS TO REMAIN IN PLACE.
 - EXISTING LIGHT POLE TO REMAIN IN PLACE.
 - ALL PARKING SPACES ARE 10' X 20' UNLESS SPECIFIED OTHERWISE ON LAYOUT.
 - CONTRACTOR TO VERIFY EXISTENCE OF ANY UTILITIES OR OBSTRUCTIONS WITH PROPOSED STRIPING LAYOUT.
 - LANDSCAPED AREAS TO BE STRIPED AS SHOWN.



WASHINGTON AVE.