TM [5/21/15]
Item No. 18.

AN ORDINANCE 2015-05-21-0436

AUTHORIZING THE EXECUTION OF A SECOND RENEWAL AND AMENDMENT OF LEASE AGREEMENT BETWEEN PARK OAKS, LTD. AS LANDLORD AND THE CITY OF SAN ANTONIO AS TENANT, FOR THE CONTINUED USE OF APPROXIMATELY 815 SQUARE FEET OF OFFICE SPACE AND THE ADDITION OF APPROXIMATELY 450 SQUARE FEET OF OFFICE SPACE AS THE CITY COUNCIL DISTRICT 9 CONSTITUENT OFFICE, LOCATED AT 16500 SAN PEDRO, SUITES 290 AND 291, FOR THE MONTHLY RENTAL AMOUNT OF $2,319.00 DURING THE FIRST YEAR, ESCALATING TO $2,460.00 MONTHLY DURING THE THIRD YEAR, FOR A THREE YEAR TERM.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a second renewal and amendment of lease agreement for the continued use and addition of office space to be used as the City Council District 9 Constituent Office for a three year term, at the monthly rate of $2,319.00 during the first year and escalating to $2,460.00 per month during the third year substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funding in the amount of $9,276.00 for this ordinance is available for Fund 11001000, Cost Center 0109020001 and General Ledger 5206010, as part of the Fiscal Year 2015 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Park Oaks, Ltd. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

PASSED AND APPROVED this **21st** day of **May**, **2015**.

M A Y O R
Ivy R. Taylor

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**18 (in consent vote: 5, 6, 7, 8, 9, 13, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26)**
Date:	05/21/2015
Time:	09:57:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance for the City Council District 9 Constituent Office, located at 16500 San Pedro, authorizing the execution of a second Renewal and Amendment of Lease Agreement for a three year term for the monthly rental amount of $2,319.00 during the first year, increasing to $2,460.00 monthly during the third year, between Park Oaks, Ltd. and the City of San Antonio, for the continued use of approximately 815 square feet of office space and the addition of approximately 450 square feet of office space. [Peter Zanoni, Deputy City Manager; Mike Etienne, Director, EastPoint & Real Estate Services Office]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

ATTACHMENT 1

2nd Renewal and Amendment of Lease Agreement
(Council District 9 Constituent Office/Park Oaks)

1. Identifying Information.

Ordinance Authorizing 2nd Renewal and Amendment:

Landlord:	Park Oaks, Ltd.
Landlord's Address:	c/o Live Oak-Gottesman, LLC 4330 Gains Ranch Loop, Suite 100 Austin, Texas 78735
Tenant:	City of San Antonio
Tenant's Address:	P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Capital Improvements Management Services Department)
Lease:	Lease Agreement (Council District No. 9 Constituent Office) between Landlord and Tenant, pertaining to approximately 815 square feet of space at Park Oaks Center, 16500 San Pedro, San Antonio, Texas and authorized by the Ordinance Authorizing Original Lease
Ordinance Authorizing Original Lease:	2009-11-19-0933
Ordinance Authorizing 1st Renewal and Amendment:	2011-11-17-0951
1st Renewal and Amendment Term:	December 1, 2011 – November 30, 2015
2nd Renewal and Amendment Term:	June 1, 2015 – May 31, 2018

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

3. Renewal.

The term of the lease, as amended herein, is extended from the Beginning of 2nd Renewal Term through and including the Expiration of the 2nd Renewal Term.

4. Premises.

The Premises are expanded to include Suite 291, approximately 450 square feet of space graphically depicted in **Exhibit A** attached herein, and Suite 290, being approximately 815 square feet, for a total leased Premises of 1,265 square feet of space located in Park Oaks Center, 16500 San Pedro, San Antonio, Texas. The expanded space comprising Suite 291 is accepted "As Is."

5. Rent.

4.01. From the Beginning of this 2nd Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the rent specified in this renewal at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

4.02. Rent during this renewal term is as follows:

1st Year: $2,319.00 monthly

2nd Year: $2,389.00 monthly

3rd Year: $2,460.00 monthly

6. Tenant's Early Termination Rights.

6.01. Provisions of the Renewal and Amendment of Lease Agreement, section 6.03 replacing subparagraphs 4.02 and 4.04 of the Original Lease are deleted and replaced as provided in 6.02 below.

6.02 Tenant may exercise the option to terminate the Lease as amended herein on the entire premises at or any time after the first year of the renewal term with 30 days written notice.

6.03. Paragraph 22 of the Lease remains effective.

7. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal and extension.

8. Same Terms and Conditions.

This 2nd renewal and extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this 2nd renewal and extension, the Lease as initially amended and renewed remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

9. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved as to Form:

_____
City Attorney

Attest:

_____
City Clerk

Landlord:

Park Oaks, Ltd., a Texas limited partnership, by and through it sole general partner

Live Oak Development, Inc., a Texas corporation

By:_____

Printed Name: Steven A. Gunlum

Title: CFO

Date: 4/23/15
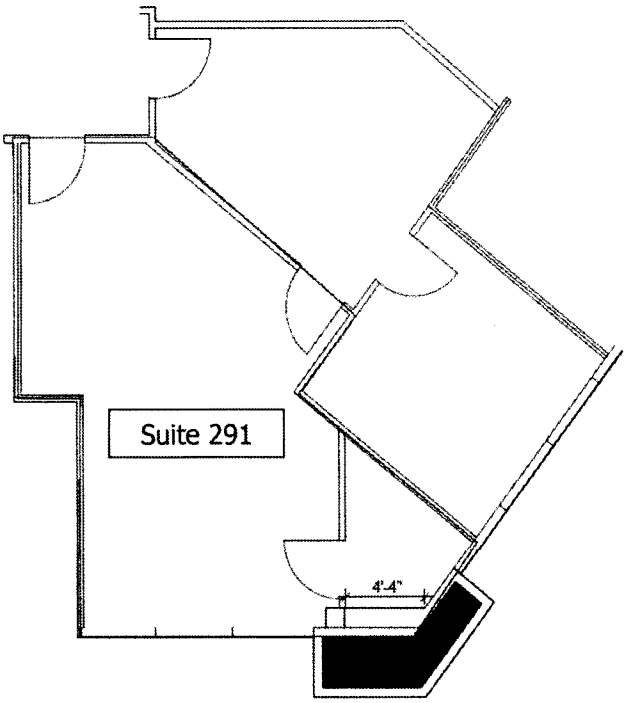
Exhibit A: Floorplan of Suite 291