

AN ORDINANCE 2013-06-06-0388

APPROVING EXTENDING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND CREEKVIEW GARDEN OFFICES, LTD. FOR APPROXIMATELY 4,507 SQUARE FEET OF OFFICE SPACE AT 8600 WURZBACH ROAD, SUITE 802 UNTIL JUNE 30, 2018, AT AN ANNUAL RENTAL OF \$57,387 DURING THE FIRST THREE YEARS AND INCREASING TO \$62,604 DURING THE FINAL TWO YEARS, PLUS REIMBURSEMENT OF A PRORATED SHARE OF OPERATING EXPENSES.

* * * * *

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 an instrument with Creekview Garden Offices, Ltd., in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive 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. Fund 2602817023 entitled "Department of Justice" is hereby designated for use in the accounting for the fiscal transaction of this contract for the first year of the contract. Funds for the first year of the contract are authorized to be paid to Creekview Garden Offices, Ltd. from IO 117000000171 GL 5206010. The funds for the remaining years two through five in the annual amounts listed above per year of said contract's five-year term will be contingent on the availability of funds in the HIDTA Program and future City Council appropriation of such funding.

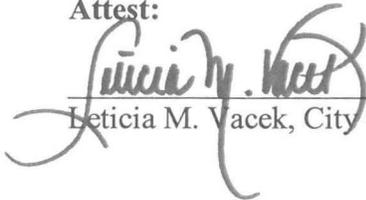
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 6th day of June 2013.

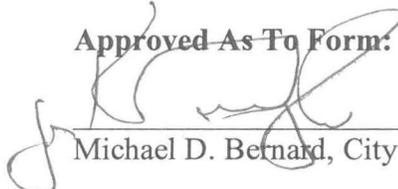

M A Y O R
Julián Castro

Attest:

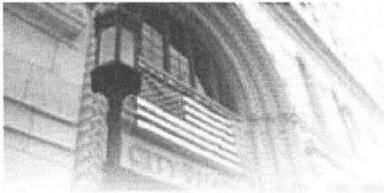


Leticia M. Vacek, City Clerk

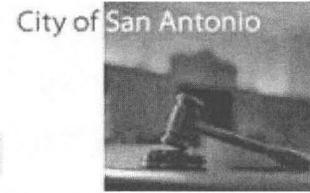
Approved As To Form:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 10

Name:	5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19						
Date:	06/06/2013						
Time:	10:50:46 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving a renewal and extension of a lease agreement between the City of San Antonio and Creekview Garden Offices, Ltd. for the continued lease of approximately 4,507 square feet of office space for City use located at 8600 Wurzbach Road, Suite 802 for a term ending June 30, 2018, at an annual rental rate of \$57,387.00 during the first three years of the renewal term, increasing to \$62,604.00 during the final two years of the renewal term, plus reimbursement of tenants prorated share of operating expenses over a base year. [Ben Gorzell, Chief Financial Officer; Jorge A. Perez, Director, Building and Equipment Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Attachment I

2nd Extension of Lease Agreement
(Creekview Garden Offices/City of San Antonio)

1. Identifying Information.

**Ordinance Authorizing
2nd Extension:**

Landlord: Creekview Garden Offices, Ltd., successor in interest to
BDRC, Inc.

Landlord's Address: 14052 Brook Hollow, San Antonio, Texas 78233

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 (City as Tenant) between BDRC, Inc.
as Landlord and City of San Antonio as Tenant
pertaining to approximately 4,057 rentable square feet,
Suite 802 of the Creekview Garden Offices, 8600
Wurzbach Road, San Antonio, Bexar County, Texas and
authorized by the Ordinance Authorizing Original Lease

**Ordinance Authorizing
Original Lease:** 96373, September 19, 2002

1st Extension: Renewal and Extension of Lease Agreement (Creekview
Garden Offices/City of San Antonio) between Landlord
and Tenant pertaining to the Lease and authorized by the
Ordinance Authorizing 1st Extension.

**Ordinance Authorizing 1st
Extension:** 2008-03-13-0196

**Beginning of 2nd
Extension:** April 1, 2013

**Expiration of 2nd
Extension:** June 30, 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. Extension.

The term of the lease is extended from the Beginning of 2nd Extension through and including the Expiration of 2nd Extension.

4. Rent.

4.01. Rent consists of Base Rent plus Tenant's share of Operating Expenses over the Expense Stop. From the Beginning of 2nd Extension through and including the Expiration of 2nd Extension, Tenant must pay Rent to Landlord at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

4.02. Base Rent throughout the term provided for in this Extension is \$5,217 monthly, except Tenant has a credit and need not pay Base Rent for the months of April 2014, April 2015, and April 2016. Tenant's Operating Expense share is still due in those months.

4.03. The Base Year for determining the Expense Stop for the term of this Extension is calendar year 2013, so Tenant need not pay any rent component for Operating Expenses until 2014, based on Landlord's estimated excess in Operating Expenses. The other terms of the Lease pertaining to increases in Operating Expenses, including Landlord's presentation of the calculation, Tenant's audit right, and the limit on annual increases apply to this Extension.

5. Further Extension.

If Tenant is not then in default under this Extension, Tenant may further extend the Lease for an additional five-year term upon four-months' prior written notice. Lease terms for the further extension will be the same as for this extension, except Base Rent will be \$5,987 monthly and calendar year 2018 is the Base Year for calculation of excess Operating Expenses. The extension must be approved by Tenant's City Council.

6. Early Termination.

Tenant may terminate this Lease without cause as of any date after December 31, 2013, by delivering 120-days' prior written notice to Landlord.

7. Same Terms and Conditions.

This extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this extension, the Lease 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, except Tenant need not pay any unpaid share of Operating Expense relating to the period before this Extension. 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 Extension.

8. 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:

Landlord:

City of San Antonio, a Texas municipal corporation

Creekview Garden Offices, Ltd, a Texas limited partnership, by and through its sold general partner

By: _____

A.W.E. Development Co., L.L.C., a Texas limited liability company

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Attest:

Date: _____

City Clerk

Approved as to Form:

City Attorney