

AN ORDINANCE 2015-02-19-0112

AUTHORIZING THE EXECUTION OF THE SECOND RENEWAL AND AMENDMENT OF A LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AS LANDLORD AND AVANCE - SAN ANTONIO AS TENANT, FOR THE CONTINUED USE OF APPROXIMATELY 6,206 SQUARE FEET OF OFFICE SPACE LOCATED AT 1226 N.W. 18TH ST., THE FRANK GARRETT MULTI-SERVICE CENTER, FOR A FIVE-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 five year lease agreement in the annual amount of \$1.00 plus the reimbursement of Tenant's pro-rata share of utility expenses for rental of office space between the City of San Antonio and Avance – San Antonio, 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: Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 238000000004 and General Ledger 4401110.

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

TM
02/19/2015
#11

PASSED AND APPROVED this 19th day of February, 2015.

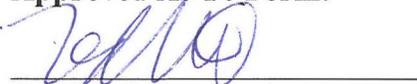


M A Y O R
Ivy R. Taylor

Attest:


Leticia M. Vacek, City Clerk

Approved As To Form:


Martha G. Sepeda, Acting City Attorney


Agenda Item:	11 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21)						
Date:	02/19/2015						
Time:	10:27:04 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of the Second Renewal and Amendment of a Lease Agreement between the City of San Antonio as Landlord and Avance - San Antonio as Tenant, for the continued use of approximately 6,206 square feet of office space located at 1226 N.W. 18th St., the Frank Garrett Multi-Service Center, for a five-year term. [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					
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				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				

TM
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ATTACHMENT 1

Second Renewal and Amendment of Lease Agreement (Avance – San Antonio/Frank Garrett Multi-Service Community Center)

This Second Renewal and Amendment of Lease Agreement between Avance – San Antonio (“Tenant”) and the City of San Antonio (“Landlord”), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

**Ordinance Authorizing
Second Renewal:**

Tenant: Avance - San Antonio

Tenant’s Address: 118 North Medina, San Antonio, Texas 78207

Lease: Lease Agreement (Tenant: Avance - San Antonio) between Landlord and Tenant originally pertaining to 2,560 square feet consisting of a portion of the Frank Garrett Multi-Service Community Center, 1226 NW 18th Street, San Antonio, Bexar County, Texas and authorized by the Ordinance authorizing Original Lease

Premises: A 6,206 square foot portion of a building located at 1226 NW 18th Street, San Antonio, Texas and is more fully described in the attached Exhibit A, which is incorporated by reference for all purposes as if fully set forth.

**Ordinance Authorizing
Original Lease:** 10817, May 5, 2005

**Beginning and Expiration
of Term:** May 1, 2005 – September 30, 2009

**Ordinance Authorizing
First Renewal:** 2009-04-09-0262

**Beginning and Expiration
of First Renewal Term:** October 1, 2009 – September 30, 2014

Second Renewal Term: 5 Years

**Beginning and Expiration
of Second Renewal Term:** March 1, 2015 – February 29, 2020

**Address for Payment of
Rent:** City of San Antonio, Attn: Department of Human Services, Fiscal Manager, P.O. Box 839966, San Antonio TX 78283-3966

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. Premises and Consideration.

3.01. Section I. CONSIDERATION of the amended Lease is deleted and replaced with the following text to read as follows:

I. CONSIDERATION AND EXPENSES

1.1. Rent includes all sums due to Landlord under this lease no matter how denominated.

1.2. City in consideration of the rent, covenants and promises contained herein to be kept, performed and observed by Tenant, does hereby lease that certain real property consisting of 6,206 square feet of building area (Premises) within the building located at 1226 NW 18th Street, San Antonio, Texas (Building) as further identified in Exhibit A attached hereto, for the sole use as an Early Head Start facility.

1.3. As consideration for the use and occupancy of the Premises, Tenant agrees to pay the City an annual rent of one and no/100 dollar (\$1.00) to be paid in one lump sum at the Commencement Date (\$5.00 total).

1.4. Landlord shall pay all building related expenses. For lease years two through five only, Tenant shall reimburse Landlord its pro-rata share (26.21%) of the annual utility expenses. Landlord, through its Human Services Department or other department as directed, will invoice Tenant quarterly in accordance with the Utility Billing table below. Tenant shall have 60 days to remit payment as per the invoice.

Lease Year	Utility Billing Periods			
1	March 2015 - February 2016 No Utility Billing			
Quarters	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
2	Mar 2016	Apr 2016 - Jun 2016	Jul - Sept 2016	Oct 16 - Dec 2016
3	Jan 2017 - Mar 2017	Apr 2017 - Jun 2017	Jul - Sept 2017	Oct 17 - Dec 2017
4	Jan 2018 - Mar 2018	Apr 2018 - Jun 2018	Jul - Sept 2018	Oct 18 - Dec 2018
5	Jan 2019 - Mar 2019	Apr 2019 - Jun 2019	Jul - Sept 2019	Oct 19 - Dec 2019
	Jan - Mar 2020*			

* NOTE: The lease expires February 29, 2020. Tenant is required to reimburse Landlord its pro-rata share of the annual utility expenses from January 1, 2020 – February 29, 2020.

4. Renewal.

The term of the Lease is extended from March 1, 2015 through and including the Expiration of Second Renewal Term. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not

reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Second Renewal Term. If Tenant holds over, the holdover is nonconsensual, and Tenant is a tenant at sufferance.

5. 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.

6. Same Terms and Conditions.

This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, 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.

7. Public Information.

Tenant 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.

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Avance - San Antonio, a Texas nonprofit corporation

By: _____

By: 

Printed Name: _____

Printed Name: Rebecca C. Cravater

Title: _____

Title: Executive Director

Date: _____

Date: 12/16/14

Approved as to Form:



City Attorney

Attest:

City Clerk

