

AN ORDINANCE 2015-01-15-0015

AUTHORIZING THE EXECUTION OF A RENEWAL AND EXTENSION OF A LEASE AGREEMENT WITH GTM WASHINGTON SQUARE, LTD. FOR THE CONTINUED USE OF APPROXIMATELY 1,369 SQUARE FEET OF OFFICE SPACE LOCATED AT 800 DOLOROSA ST., SUITE 115, FOR THE DEPARTMENT OF HUMAN RESOURCES, OFFICE OF MUNICIPAL INTEGRITY/EEO, FOR A FIVE-YEAR RENEWAL 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 lease agreement 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 \$25,620.00 for this ordinance is available for Fund 11001000, Cost Center 8002320025 and General Ledger 5206010, as part of the Fiscal Year 2015 Budget.

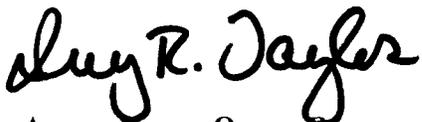
SECTION 3. Future funding through the renewal term of this contract is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. Payment not to exceed the budgeted amount is authorized to GTM Washington Square, Ltd. and should be encumbered with a purchase order.

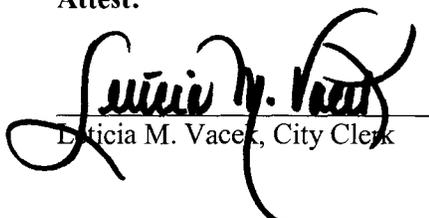
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 6. This ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

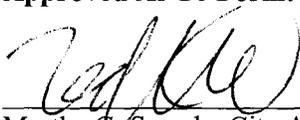
PASSED AND APPROVED this 15th day of January, 2015.


M A Y O R
Ivy R. Taylor

Attest:


Leticia M. Vacek, City Clerk

Approved As To Form:


Martha G. Sepeda, City Attorney


Agenda Item:	10 (in consent vote: 4, 5, 7, 8, 9, 10, 11, 14, 15, 16)						
Date:	01/15/2015						
Time:	09:14:49 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of a renewal and extension of a Lease Agreement with GTM Washington Square, Ltd. for the continued use of approximately 1,369 square feet of office space located at 800 Dolorosa St., Suite 115, for the Department of Human Resources, Office of Municipal Integrity/EEO, for a five-year renewal 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				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT 1

2nd Renewal and Extension of Lease Agreement

(Washington Square/Human Resources Department - Municipal Integrity)

This 2nd Renewal and Extension of Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

**Ordinance Authorizing
2nd Renewal:**

**Commencement Date of
2nd Renewal Term:** February 1, 2015

**Expiration Date of 2nd
Renewal Term:** January 31, 2020

Landlord: GTM Washington Square, Ltd., a Texas limited partnership

Landlord's Address: c/o Spencer Property Management, 5835 Callaghan Road, Suite 215, San Antonio, Texas 78228

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Transportation and Capital Improvements Department)

Lease: Approximately 1,369 square feet of office space, designated as Suite 115 of the Washington Square Office Building located on 800 Dolorosa, San Antonio, Texas 78207.

**Ordinance Authorizing
Original Lease:** 100155, dated December 16, 2004

1st Renewal: Renewal and Extension of Lease Agreement between Landlord and Tenant and authorized by the Ordinance Authorizing 1st Renewal

**Ordinance Authorizing 1st
Renewal:** 2010-01-14-0008

**Commencement Date of
1st Renewal Term:** January 1, 2010

**Expiration Date of 1st
Renewal Term:** December 31, 2014

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this renewal, when used in this renewal, have the meanings ascribed to them in the Lease. References to "Lease" in this renewal include both the original Lease and all previous renewals to it.

3. Renewal, Extension and Termination.

3.01. The term of the lease is extended from commencement of the second renewal term through and including expiration of the second renewal term.

3.02. Tenant may cancel at or any time after the second year of occupancy (January 31, 2017) without penalty with 120-days written notice to Landlord.

4. Monthly Rent.

Rent is due the first of the month beginning in February 2015 and will continue for the term of this Lease at a rental rate of \$2,135.00 per month.

5. Adjustment in Base Year.

Paragraph 3.3 of the Lease is amended to read as follows with underlines delineating alterations:

3.3 ESCALATION. EXCESS OF TAXES OVER BASE YEAR TAXES. As an additional charge to become due under the terms of this Lease, Tenant agrees to pay to Landlord annually on demand, subject to the appropriation provisions of ARTICLE VI., Tenant's pro rata share of all real estate taxes and/or assessments levied against the entire property, in excess of the total real estate taxes and assessments levied against the entire property and paid for by the Landlord for the tax year 2014 ("Base Year"). The parties agree that such pro rata share will be based on the ratio of rentable square feet (1,369) rentable square feet, subject to confirmation of the actual number of rentable square feet in the Leased Premises to the total square footage (51,829) rentable square feet of the Building being 2.6% of the total of the increase annually of said real estate taxes and/or assessments. In the event that Tenant's occupancy of the Leased Premises only extends for only part of any calendar year, then said excess taxes shall be prorated according to occupancy months of any partial calendar year.

6. Effective Date of Amendment

This Amendment is binding on the parties as of the effective date of the Authorizing Ordinance and performance is contingent on this date.

7. Additional Landlord Responsibilities.

In addition to its existing responsibilities outlined in the Lease and renewal, Landlord will be responsible for having the carpets of the Premises professionally cleaned annually during the month of October.

8. 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 the date of Landlord's signature on this amendment.

9. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

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10. 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.

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

Tenant

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

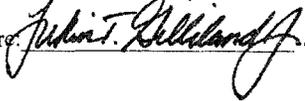
City Clerk

Approved as to Form:

City Attorney

Landlord

GTM Washington Square, Ltd., a Texas limited partnership, by and through its sole general partner **BTL, L.L.C.**, a Texas limited liability company

Signature: 

Printed Name: **LUKIN GILLILAND, JR.**

Title: **Independent Co-Executor of the Estate of Lukin Gilliland, Deceased**

Date: **October 31, 2014**