

AN ORDINANCE 2009-02-19-0137

AUTHORIZING THE FOURTH RENEWAL OF A TWO-YEAR LEASE BEGINNING MARCH 1, 2009 WITH RIVERVIEW TOWER PARTNERS, LTD. FOR APPROXIMATELY 14,920 SQUARE FEET IN RIVERVIEW TOWER, 111 SOLEDAD STREET, FOR USE BY THE CITY ATTORNEY'S OFFICE AND THE HUMAN RESOURCES DEPARTMENT, FOR A MONTHLY RENT OF \$18,650.

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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 Riverview Tower Partners, 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. Funding for this ordinance is available per the table below as part of the FY09 Budget:

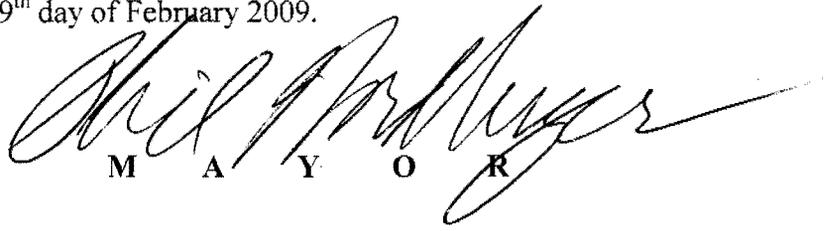
Amount	CC/FC/IO	General Ledger No	Fund No
\$130,550	1009030001	5206010	75003000

SECTION 3. Payment not to exceed \$130,550 is authorized and should be encumbered with a purchase order.

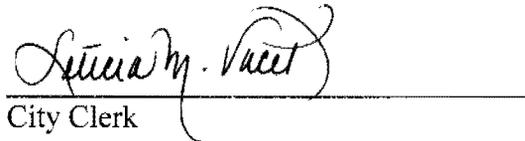
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General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

SECTION 5. This ordinance becomes effective 10 days after passage.

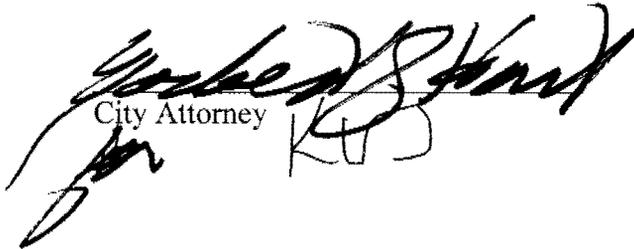
PASSED AND APPROVED this 19th day of February 2009.


M A Y O R

Attest:


City Clerk

Approved As To Form:


City Attorney

Attachment I

**4th Renewal to Lease Agreement
(Riverview Towers/ERM)**

1. Identifying Information.

**Ordinance Authorizing 4th
Renewal:**

Landlord: Riverview Tower Partners, Ltd.

Landlord's Address: 111 Soledad, San Antonio, Texas 78205

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Lease: Lease Agreement (City Attorney's Office Riverview Office Building) dated January 30, 2002 between Mack-Cali Texas Property, L.P. as Landlord and the City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing Original
Lease:**

95134, January 10, 2002

1st Amendment:

Amendment of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Partners, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing 1st
Amendment:**

96144, dated August 8, 2002

1st Renewal:

Renewal and Extension of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Parts, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing 1st
Renewal:**

99437, June 24, 2004

2nd Renewal:

Renewal and Extension of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Parts, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing 2nd
Renewal:**

100943, May 26, 2005

2nd Amdmt and 3rd Renewal: Second Amendment to Lease Agreement (Riverview Towers/ERM) between Landlord and Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205 and authorized by the Ordinance Authorizing 2nd Amendment and 3rd Renewal

Ordinance Authorizing 2nd Amdmt and 3rd Renewal: 2006-06-29-0778

Rent: \$18,650 monthly

Beginning of Renewal Term: March 1, 2009

End of Renewal Term: February 28, 2011

Effective Date: The effective date of the Ordinance Authorizing 4th Renewal

2. Defined Terms.

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

3. Extension of Term.

The term of this Lease is extended from the Beginning of Renewal Term through and including the End of Renewal Term. This extension is first of the two extensions provided for in the 2nd Amendment and 3rd Renewal and is without prejudice to Tenant's right to exercise the second of the two renewals when the occasion arises. Execution and delivery of this instrument is an accord and satisfaction of all claims arising from Tenant's possession of the Premises before the effective date of the Ordinance Authorizing 4th Renewal.

4. Rent.

Tenant must pay Rent at the time and place required by the Lease from the Beginning of Renewal Term through and including the End of Renewal Term.

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 the date of Landlord's signature on this amendment.

6. 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. All holdover terms of the Lease apply as well to this 4th Renewal term. 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.

7. Date of Amendment

For purposes of reference, the date of this amendment is the date of the later of the signatures set forth below.

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

Landlord

Tenant

Riverview Tower Partners, Ltd., a Texas limited partnership, by and through its sole general partner

City of San Antonio, a Texas municipal corporation

Signature: _____

Riverview Tower GP, LLC, a Texas limited liability company

Printed Name: _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Approved:

Date: _____

City Attorney

4th Renewal of Lease Agreement - City Attorney's Office & Human Resources Department

