KLB [12/19/2013]
Item No. 16

AN ORDINANCE 2013-12-19-0907

AUTHORIZING THE 1ST AMENDMENT TO A LEASE WITH RIVERVIEW TOWER PARTNERS, LTD., ADDING 2,360 SQUARE FEET FOR THE CENTRAL STORES DIVISION OF THE FINANCE DEPARTMENT LOCATED AT 111 SOLEDAD STREET IN COUNCIL DISTRICT 1 FOR AN INITIAL TERM OF FIVE-YEARS AT AN ANNUAL COST OF $40,119.96 DURING YEAR'S ONE THROUGH THREE AND ESCALATING TO $42,480.00 DURING YEAR'S FOUR AND FIVE PLUS OPERATING EXPENSES INCREASES OVER A BASE YEAR.

* * * * *

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 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 ancillary documents and instruments conducive to effectuating the transaction.

SECTION 2. Section 1: Funding for this ordinance is available as part of the Fiscal Year 2014 budget per the table below.

Amount	*General Ledger*	*Cost Center*	*Fund*
$23,403.31	5206010	707100002	71001000
$630.00	5206010	707100002	71001000
$1,260.00	5206010	707100008	71001000
Total Amt $25,293.31			

SECTION 3. Future funding through the term of this lease agreement is contingent upon City Council approval of subsequent years.

SECTION 4. Payment not to exceed the budgeted amount of $25,293.31 is authorized to Riverview Tower Partners, Ltd. and should be encumbered with a purchase order.

SECTION 5. Funding in the amount of $53,000 for this ordinance is available for Fund 71001000, Cost Center 707100022 and General Ledger 5301010, as part of the Fiscal Year 2014 Budget.

SECTION 6. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to various vendors.

SECTION 7. 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 8. 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 19th day of December 2013.

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Robert F. Greenblum, City Attorney

Agenda Item:	**16 (in consent vote: 6, 7, 8, 9, 10, 1010A, 1010B, 11, 13, 1313A, 1313B, 1313C, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 34, 36, 37)**
Date:	12/19/2013
Time:	10:01:40 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the 1st Amendment to Lease Agreement with Riverview Tower Partners, Ltd., and the City of San Antonio for the addition of 2,360 square feet of space for the Central Stores Division of the Finance Department located at 111 Soledad Street for an initial term of five-years at an annual cost of $40,119.96 during year's one through three and escalating to $42,480.00 during year's four and five plus a pro-rata share of operating expenses increases over a base year. [Ben Gorzell, Chief Financial Officer; Jorge 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			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				
Carlton Soules	District 10		x				

Attachment I

1st Amendment to Lease Agreement

(Riverview Towers/COSA Finance Lease)

This 1st Amendment to Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

Authorizing Ordinance:

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 (Attention: Director, Building and Equipment Services)
Lease:	Office Lease (Riverview Tower/Finance Department) between Landlord and Tenant, relating to approximately 23,900 rentable square feet, consisting of all of the fourth and fifth floors, authorized by the Ordinance Authorizing Lease B. Exhibit B to Lease B restated the area of the Premises as 29,848.
Ordinance Authorizing Original Lease:	2006-11-30-1349
1st Extension:	2012 Combined Agreement Relating to Existing Leases (Riverview Towers/COSA) relating to four leases between Landlord and Tenant for space in the Riverview Towers office building located at 111 Soledad, San Antonio, Texas 78205 and authorized by the Ordinance Authorizing 1st Extension.
Ordinance Authorizing 1st Extension:	2013-02-21-0126
Commencement Date:	The first of the month of the first full month after the Premises are move-in ready, as defined in Article 2, he actual date to be memorialized at the time on an Occupancy Commencement Memorandum substantially in the form attached as **Exhibit A**.

2. Defined Terms.
All terms defined in the Lease and not otherwise defined in this amendment, when used 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 amendments to it. "Move-in ready" means that a certificate of occupancy has been issued for the Premises and the Premises are finished-out according to the requirements of this Lease, except for minor items such as are routinely corrected with a punch list.

3. Space for City Print Shop.
The Premises are expanded to include the approximately 2,360 rentable square feet of Suite 150 as depicted on **Exhibit B** ("New Premises"). The Permitted Use under the Lease is expanded to include print-shop-related operations. Along with the New Premises, Landlord will provide Tenant with an additional three parking spaces at the Rand Garage.

4. Term, Extension, Early Termination.
4.01. The lease term pertinent to the space added by this amendment is five years from the Commencement Date ("New Premises Term").

4.02. If the Lease is not extended beyond the New Premises Term, for the original Premises, the Lease nevertheless continues as to the New Premises for the full term stated in this section. If the Lease is extended beyond the New Premises Term, then the term for the New Premises becomes coterminous with the term for the original Premises, unless otherwise stated in the document extending the term of the Lease.

4.03. Tenant may terminate this Lease as to the New Premises as of May 31, 2016 by (a) delivering 30-days prior written notice and (b) paying Landlord compensation for the unamortized portion of the finish-out expense for the New Premises ("Early Termination Fee"). The Early Termination Fee consists of (a) a $4,300 payment plus (b) an additional payment consisting of the unamortized portion of Landlord's finish-out expense, calculated on a 60-month amortization at 7% per annum. The total amount of Landlord's finish-out expense will be, when known, be acknowledged by both parties substantially in the form of the Initial Cost Memorandum attached as **Exhibit C**.

5. Rent.
5.01. Base Rent for the years one-through three of the New Premises Term is $17 a rentable-square-foot a month. Base Rent for the years four and five of the New Premises Term is $18 a rentable-square-foot a month. If the Lease is extended past the expiration of the New Premises Term, Base Rent will be as stated in the document evidencing the extension.

5.02. In addition to Base Rent Tenant must pay Landlord $90 monthly for each of the new parking spaces and must pay Tenant's Pro-Rata Share of Operating expense as provided in the Lease, except the expense stop for the New Premises is the expense level actually realized by Landlord in calendar year 2014.

6. Landlord's Work.

6.01. Landlord may spend up to $83,340.25 in finishing out the New Premises to make them suitable for Tenant's use. The parties will, when known, memorialize the amount actually spent by Landlord out-of-pocket for third-party costs in a document substantially in the form of the Initial Cost Memorandum shows on **Exhibit C**. The amount on the Initial Cost Memorandum may not exceed $83,340.25.

6.02. Landlord's work consists of finishing out the New Premises so that they are in the configuration and details shown on Exhibit A. In accomplishing that work, Landlord must conform to the requirements of **Exhibit D**.

7. Exhibits.

All exhibits to this Agreement are incorporated into it for al purposes as if fully set forth.

8. Appropriations.

All obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council. If the City Council fails to appropriate money for any obligation under this agreement, the City may terminate this agreement and have no further liability.

9. 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.

10. 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.

11. 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	**Landlord**
City of San Antonio, a Texas municipal corporation	

Signature:_____

Printed
Name:_____

Title:_____

Date:_____

Signature:_____

Printed
Name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit A

Lease Commencement Memorandum

Landlord:

Tenant:

Lease:

Authorizing Ordinance:

Predicate Facts:

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The Lease Term is to begin at the sooner to occur of (a) ??? date??? or (b) completion of certain work provided for in the Lease.

For their mutual benefit, the parties now wish to memorialize the actual commencement date of the Lease's Term.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.
All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

2. Lease Commencement
The Lease Term commences ??????.

3. No Default.
As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

a. The Lease is in full force and effect according to its terms.

b. Neither party is in default under the Lease.

c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

4. Conflict of Terms
This instrument controls over anything to the contrary in the Lease.

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

?????:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

?????:

XXXXXXXXXXX

By:_____

Printed Name:_____

Title:_____

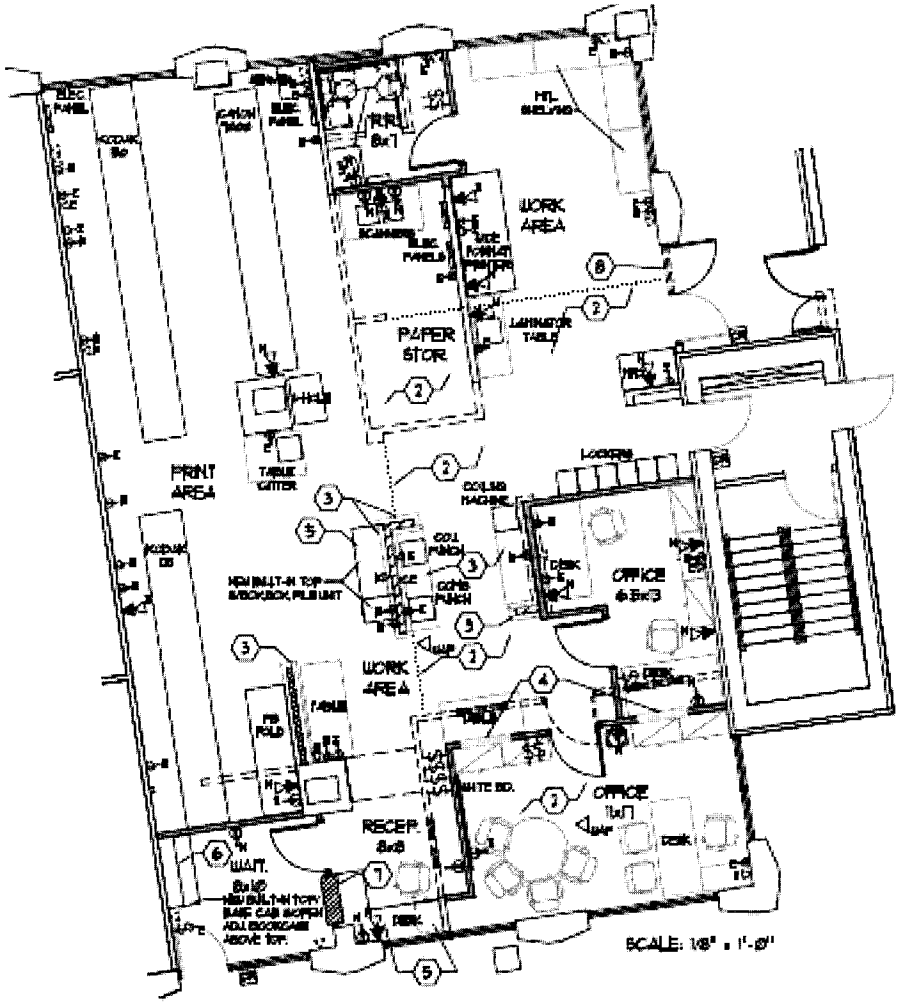
Date:_____

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney



POWER PLAN LEGEND

- EXISTING DATA OUTLET TO BE REMOVED.
- EXISTING DUPLEX OUTLET TO REMAIN.
- EXISTING 120V DUPLEX OUTLET TO REMAIN.
- EXISTING PHONE/DATA OUTLET TO REMAIN.
- NEW DUPLEX WALL OUTLET.
- NEW PHONE/DATA OUTLET.
- NEW CARD READER @ 48" AFF.
- CEILING MOUNTED WIRELESS NETWORK ROUTER.

NOTE: MOUNTING HEIGHTS ARE INTENDED TO MATCH EXISTING. VERIFY IN FIELD. COORDINATE ANY DISCREPANCY WITH ARCHITECT PRIOR TO ROUGH-IN.

LOCATION MAP - LEVEL 1 (N.T.S.)

KLB [12
Item No.

Exhibit B

Exhibit C

Initial Cost Memorandum

Landlord:

Tenant:

Lease:

Authorizing Ordinance:

Predicate Facts:

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The leasing commission and tenant improvement costs are relevant to the parties' rights and obligations under the Lease..

For their mutual benefit, the parties now wish to memorialize the actual costs.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

2. Lease Commsission.

The total lease commission paid or to be paid by Landlord regarding the Lease is ?????. It is payable ????.

3. Tenant Improvements.

Landlord's total costs for tenant improvements under the Lease are ????.

4. No Default.

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

a. The Lease is in full force and effect according to its terms.

b. Neither party is in default under the Lease.

c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

5. Conflict of Terms.

This instrument controls over anything to the contrary in the Lease.

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

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

XXXXXXXXXXX

By:_____

Printed Name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit D

COSA- Print Shop

Riverview tower Level 1 INSITE
September 25, 2013
October 7, 2013 Rev.

Preliminary Pricing Notes

GENERAL CONDITIONS:

1. These notes are for preliminary pricing only and not for construction. Contractor to visit site and verify existing conditions.

2. Modify existing HVAC system as required for new wall configurations and to meet all applicable codes.

3. Provide all safety systems and items required, such as exit signs, emergency lights, fire extinguishers, smoke detectors, and fire alarms, to meet all applicable codes. All systems to be tied into building system as required.

4. All interior partitions to match building standard unless noted otherwise. Provide for in-wall 2 ½" sound batt insulation floor to ceiling at all new partitions.

5. All new interior doors, frames, and hardware to match existing building standard unless noted otherwise. All hardware is to be lever type.

6. Ceiling grid and tile is to remain. Replace any damaged or discolored tile.

ALLOW FOR:

9 Duplex wall outlets (standard)
2 Dedicated duplex wall outlets (20 amp)
10 Voice/Data wall outlets
2 Relocated ceiling fans
6 Relocated 2x4 light fixtures
5 Dual light switches
2 Data outlets, ceiling mounted
2 J-boxes for wall mounted card readers

Note: see attached equipment list for special electrical wall outlet requirements (existing outlets may meet the requirements, an electrician will have to verify and provide new as needed)

GENERAL FINISH NOTES:

1. Provide and install new Vinyl Composition Tile and rubber base at all rooms. VCT allowance to $2.50 per S.F. installed. (remove existing rubber base, VCT and tile pavers).

2. All partitions to be painted with 2 coats of interior latex enamel, egg shell finish.

KEYED NOTES:

1. At restroom, provide for the following items:
   A. Wall mounted lavatory sink with lever type faucet.
   B. ADA height tank type water closet with left side trip lever.
   C. 24"x36" framed mirror.
   D. 36"x54" continuous aluminum grab bar.
   E. Paper towel dispenser with waste receptacle.
   F. 2 roll toilet paper dispenser.

2. Remove all existing tile pavers (approx 750 sf) and prep floor for new VCT flooring.

3. Remove/replace existing plastic laminate tops and transaction tops with new, color to be selected.

4. New location of existing windows (2).

5. New plastic laminate top with end panel and (1) plastic laminate veneer box/box/file drawer unit.

6. New plastic laminate top with base cabinet below and open bookcase unit above top with 5 adjustable shelves.

7. New plastic laminate transaction top, 8" deep x 36" wide, mounted at 36" aff.

8. Modify existing storefront as required to provide new paired glass/aluminum doors.

9. Modify/remove existing stone/brick wall (approx. 24" wide x 72" high) as required to accommodate new paired wood/gate.

10. ¾"x48"x96" non-comb. and painted plywood equipment board (location to be determined)

Item	VENDOR	DESCRIPTION	ITEM/PART #	SERIAL NUMBER	Voltage Requirement	Proposed Floor
1	PITNEY BOWES	D1950 INSERTING SYSTEM	D195/F7BO	2202237	100-240 vac	1st
2	PITNEY BOWES	DA95F HP FIXED HEAD PRI	DA9K	3250308	100-240 vac	1st
3	PITNEY BOWES	DUAL HEATER INK DRYER	W863	1002181	120-vac	1st
4	KODAK	DIGITAL B&W NETWORK P	EX 125	11702051	3 phase 120/208 127/2	1st
5	KODAK	DIGITAL B&W NETWORK P	EX 150	11702050	3 phase 120/208 127/2	1st
6	CANON	DIGITAL COLOR NETWORK	C7000 VP	11701742	3 phase 100/208 280v	1st
7	CHALLENGE MA	PAPER DRILLING MACHINE	STYLE JF	16473	230v	1st
8	QUARTET	PUNCHER-BINDER	400 E	LKP0698	115v	1st
9	GBC	COIL BINDER	CC2700 DOI	0A34989	115v	1st
10	GBC	PUNCHER	MAGNAPUN	0A30397	115v	1st
11	POWIS PARKER	THERMO BINDER	FASTBACK	14222	250v	1st
12	MARTIN YALE	JOGGER	400	3087	115v	1st
13	BOSTICH	STAPLER	EHFS	37977	115v	1st
14	POWERLINE	ELECTRIC CUTTER	PL2120	218062	220/240v	1st
15	HP	SCANJET SCANNER	FCLSD-0705	(02) 1588-300	100-240v	1st
16	GBC	MECHANICAL PUNCHER			115v	1st
17	LECTROJOG	JOGGER			115v	1st
18	USI	LAMINATOR	ARL 4000	890101	120v	1st
19	GE	Refigerator Mini			115v	1st.
20						

KLB [12/19/2013]

KODAK 150

1 PLUG 120/208 - 127/220V 24A 60HZ (4WIRE + PE)
3 PLUGS 3/N/PE- 380- 415 V 16A 50HZ

KODAK 125

1 PLUG 120/208 - 127/220V ~ 24A 60HZ (4WIRE + PE)
3 PLUGS 3/N/PE ~ 380-415V 16A 50HZ

CANON

1 PLUG 200 - 208V 50/60HZ 120/208VAC 30A 60HZ)4WIRE + PE)
4 PLUGS 120/127V 50/60HZ 20A
2 PLUGS 208V 60HZ (SADDLE)