

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL,
SIGNED ORDINANCE OR RESOLUTION ADOPTED BY CITY
COUNCIL.**

AN ORDINANCE

**AUTHORIZING THE EXECUTION OF THE 2ND RENEWAL AND
EXTENSION OF LEASE AGREEMENT FOR FOUR YEARS BETWEEN THE
CITY OF SAN ANTONIO AND USAA REAL ESTATE COMPANY FOR
APPROXIMATELY 1,219 SQUARE FEET OF OFFICE SPACE LOCATED AT
9830 COLONADE BOULEVARD, SUITE 165, IN COUNCIL DISTRICT 8 FOR
THE CONTINUED OPERATION OF A CONSTITUENT FIELD OFFICE.**

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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 a renewal and extension of lease agreement for a District 10 Constituent Office in substantially for the form attached as Attachment I, which is incorporated herein by reference for all purposes as if it were fully set forth. The City Manager and her designee should take all other actions conducive to effectuate the transaction, including agreeing to non-material changes to its terms and executing and delivering ancillary documents and instruments conducive to effectuating the transaction.

SECTION 2. Funding in the amount of \$27,317.76 for this ordinance is available for Fund 11001000, Cost Center 0108020001 and General Ledger 5206010, as part of the Fiscal Year 2014 Budget.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio for the 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 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 ___ day of _____ 2013.

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney

Draft

Attachment I

Renewal and Extension of Lease Agreement (Council District No. 8 Constituent Office)

1. Identifying Information.

Ordinance Authorizing Renewal and Extension:

Landlord: USAA Real Estate Company

Landlord's Address: 9830 Colonnade Blvd., Suite 600, San Antonio, Texas 78230-2239
(Attention: VP Portfolio Management and Attention: VP Real Estate Counsel)

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: Council District No. 8 Constituent Office at 9830 Colonnade Blvd, Suite 165, San Antonio, Texas 78230

**Ordinance Authorizing
Original Lease:** 2009-09-17-0742

Beginning of Renewal Term December 1, 2013

Expiration of Renewal Term November 30, 2017

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. Renewal and Extension.

Subject to completion of Landlord's obligations set forth in Section 25 of the Lease and Section 4 of this agreement, the term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

4. Rent.

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord monthly rent in the amount of \$2,276.41 for the period of December 1, 2013 through November 30, 2015, and \$2,387.21 for the period of December 1, 2015 through November 30, 2017, at the place and in the manner described in the Lease.

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 and extension.

6. Same Terms and Conditions.

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

7. 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.

Tenant:

Landlord:

City of San Antonio, a Texas municipal corporation

USAA Real Estate Company, a Delaware corporation

Name

Name

Signature

Signature

Title

Title

Date

Date

Approved as to Form:

City Attorney