

ORDINANCE 2019-08-08-0593

APPROVING A LEASE AMENDMENT WITH BAR-PASO PARTNERS, LP FOR THE CONTINUED USE OF THE DISTRICT 2 SENIOR CENTER LOCATED AT 1751 S. W.W. WHITE ROAD FOR A FIVE-YEAR TERM ENDING SEPTEMBER 30, 2024 AT AN ANNUAL RATE OF \$204,999.96. FUNDING FOR THE REMAINING PORTION OF FY 2019, IN THE AMOUNT OF \$51,249.99, IS AVAILABLE IN THE DEPARTMENT OF HUMAN SERVICES GENERAL FUND FY 2019 ADOPTED BUDGET. FUNDING FOR FUTURE YEARS WILL BE SUBJECT TO ANNUAL APPROPRIATIONS DURING THE ANNUAL BUDGET PROCESS.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and designee, severally, are authorized and directed to execute and deliver on behalf of the City a lease amendment with Bar-Paso Partners, LP, which is attached hereto and incorporated herein for all purposes as **Exhibit I**. The City Manager or 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.

SECTION 2. Funding for this ordinance in the amount of \$51,249.99 is available in Fund 11001000, Cost Center 3806020201 and General Ledger 5206010 as part of the Fiscal Year 2019 budget. Additional funding is contingent upon City Council approval of subsequent budgets within the term of this contract.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Bar Paso Partners, LP, for the continued use of the property as a Multi-Service Senior Center located at 1751 South W.W. White Road.

SECTION 4. 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 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 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

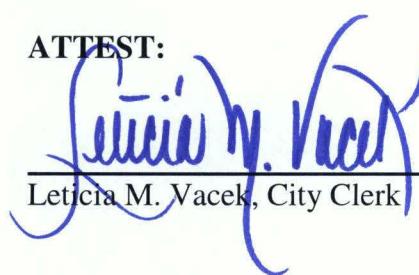
LC
08/08/19
Item No. 11

PASSED and APPROVED this 8th day of August, 2019.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	11 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22A, 22B)						
Date:	08/08/2019						
Time:	12:35:45 PM						
Vote Type:	Motion to Approve						
Description:	Ordinance extending the lease with Bar-Paso Partners, LP for the District 2 Senior Center located at 1751 S. W.W. White Road for a term ending September 30, 2024 with an annual lease rate during the five-year term of \$204,999.96. Funding for the remaining portion of FY 2019 in the amount of \$51,249.99 is available in the Department of Human Services General Fund FY 2019 Adopted Budget and funding for future years will be subject to annual appropriations during the annual budget process. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x			x	
Jada Andrews-Sullivan	District 2		x				
Rebecca Viagran	District 3		x				
Dr. Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				x
John Courage	District 9		x				
Clayton H. Perry	District 10	x					

LC
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Exhibit I

1st Amendment and Extension of Lease Agreement
(1751 S. W.W. White – District 2 Senior Center)

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

1. Identifying Information.

**Ordinance Authorizing
1st Amendment and
Extension:**

Landlord: Bar-Paso Partners, LP, a Texas limited partnership

Landlord's Address: 6500 Montana Ave., El Paso, Texas 79925

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development
Office)

Lease: Lease Agreement, as amended and restated, between
Landlord and Tenant dated April 25, 2014, pertaining to
approximately 15,928 square feet of space in the building
located at 1751 S. W.W. White Road, San Antonio, Texas
78220.

**Ordinance Authorizing
Lease:** 2014-05-08-0321

**Beginning of Renewal
Term:** July 1, 2019

**Expiration of Renewal
Term:** September 30, 2024

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. References to "Lease" in this Amendment and Extension of Lease include the original Lease.

3. Term, Extension, Renewal.

3.01. The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term ("Extended Lease Term").

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3.02. Tenant shall have the option to renew and extend this Lease at the end of the Extended Lease Term for an additional five (5) year period as provided in the 2nd renewal term of the original Lease.

4. Rent.

During the Extended Lease Term, Tenant shall pay to Landlord monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent, as follows:

Lease Years	Renewal Term Rent Components		Total Monthly Rent
	Base Rent	Landlord Maintenance Fee	
July 1, 2019 – September 30, 2024	\$14,750.00	\$2,333.33	\$17,083.33

5. Improvements to Premises.

Not later than July 31, 2019, and according to a schedule approved by Tenant, Landlord shall complete at its sole cost and expense the following Improvements to Premises:

- a) Remove all carpet and base as per the attached plan Exhibit A. Prep floor and install new VCT and base as specified and in the pattern provided in Exhibit A.
- b) Patch and paint any wall surfaces damaged due to the removal of carpet and base.
- c) Make repairs to existing demising wall between center and title loan office, install new supports to anchor drywall, and patch, texture and paint to match.
- d) Remove all existing toilets and install new toilets as manufactured by Gerber, Maxwell 1.28 ErgoHeight, Elongated Toilet ADA Compliant, Model WS-20-918 with Tank Model 28-990, as shown on Exhibit B, white in color.
- e) Install new grab bars as needed (6 units total).
- f) Tint windows – Clean windows inside and out, remove any oil stains and debris, as needed, and apply window film on the inside of the window at both the top and bottom sections of the front windows.

6. Brokerage Commission.

Upon execution and delivery of this Amendment and Extension, Landlord must pay a commission equal to \$6,500.00 to Providence Commercial Real Estate Services, Inc.

7. 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 Amendment and Extension.

8. Same Terms and Conditions.

This Amendment and Extension is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment 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. If this Amendment and Extension conflicts with the Lease, this Amendment and Extension controls.

9. 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.

{SIGNATURE PAGE TO FOLLOW}

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

Tenant

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Landlord

Bar Paso Partners, LP, a Texas limited partnership

By: _____ 

Printed Name: MEYER MARCUS, MANAGER OF

Title: MESMA INVESTORS, LLC ITS GENERAL PARTNER

Date: 5-10-19

Attest:

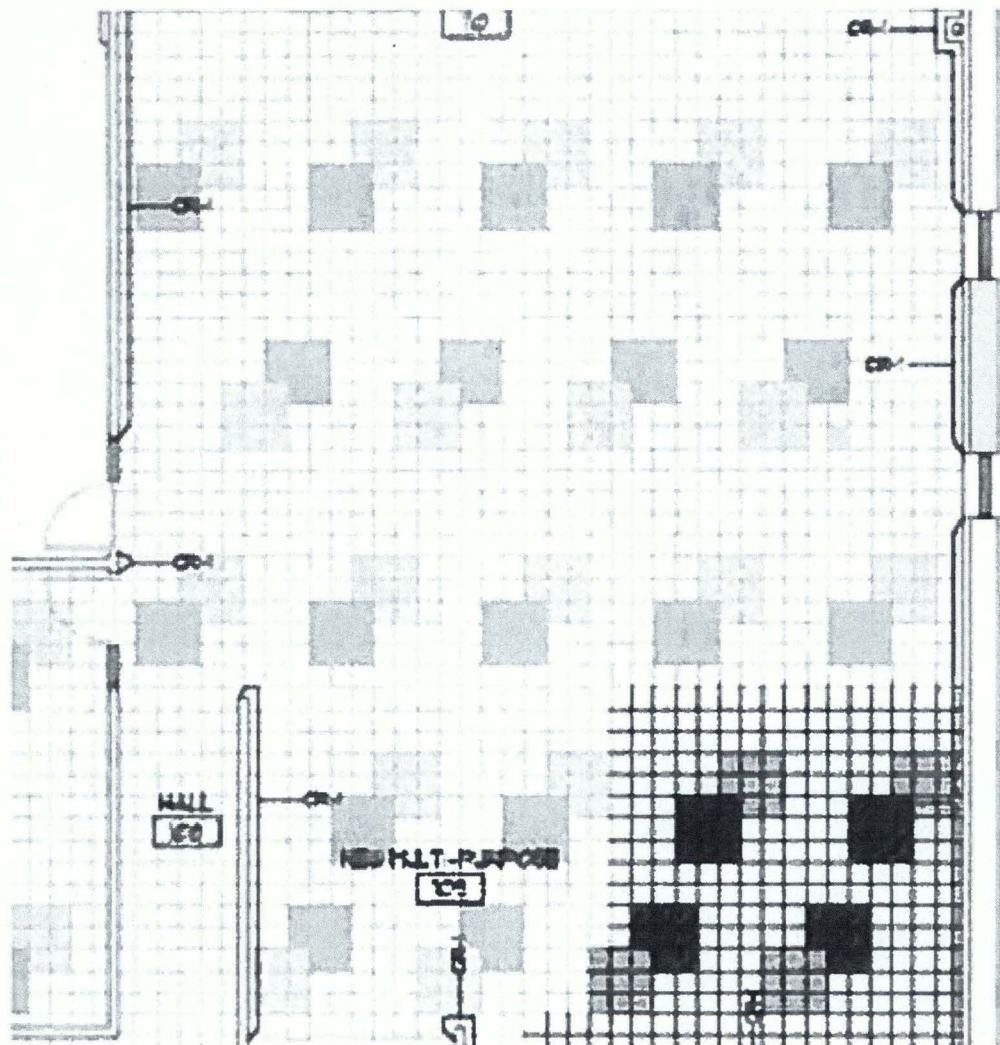
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

Tile pattern in rooms to receive tile to duplicate what is currently installed as shown below:



ROOM FINISH LEGEND

FLOORING:

CPT-1 CARPET, DIRECT GLUE BY: SHAW, SIGNED, COLOR: BRONZE SEAL #A14-1450, QUICKSHIP

VCT-1 2' x 2' x 1/8" VINYL COMPOSITION TILE BY: MANNINGTON ESSENTIALS #31 "SANDRIFT"

VCT-2 2' x 2' x 1/8" VINYL COMPOSITION TILE BY: MANNINGTON ESSENTIALS #23 "WHEAT"

VCT-3 2' x 2' x 1/8" VINYL COMPOSITION TILE BY: MANNINGTON ESSENTIALS #68 "SIERRA"

EXHIBIT B

GERBER

VITREOUS CHINA

TOILET
WS-20-918



MAXWELL® 1.28 ErgoHeight™, Elongated Toilet

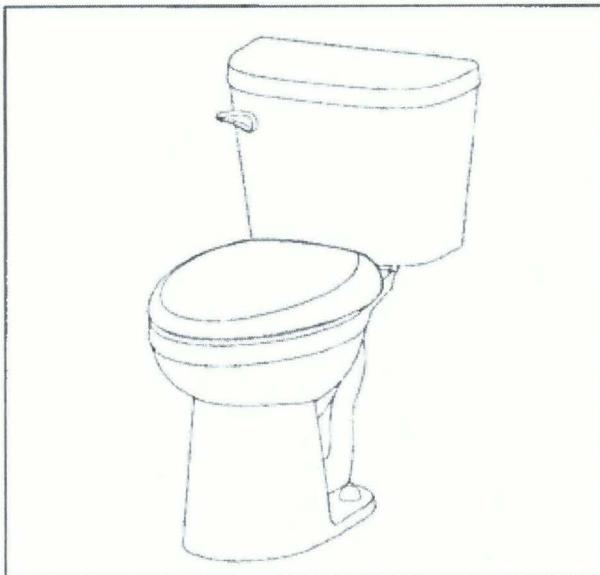
12" Rough-in

Features:

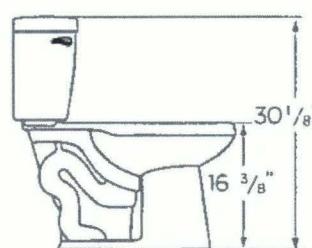
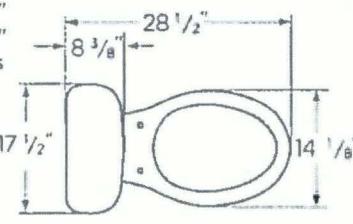
- 1.28 gpf/4.8 Lpf high efficiency two-piece toilet
- Elongated ErgoHeight™ bowl
- Dual-fed siphon jet
- Pilot fill valve
- 3" flush valve
- 2" glazed trapway
- Color matched front tank lever
- Optional insulated non-sweating tank (28-992)
- Optional right-handed trip lever (28-990-97)
- Available in White, Bone and Biscuit
- 2 bolt caps
- ADA Compliant
- Seat not included

Dimensions:

Height 30 1/8"
Width 17 1/2"
Depth 28 1/2"
Rough-in 12"
Water Surface from Rim 6 1/2"
Trapway 2"
Water Surface 8 7/8" x 7 3/8"
Water Seal 2 1/4"
Shipping Weight 85.5 lbs



Specifications: Bowl—#MX-21-928 Front Bowl Tank—#28-990



THIS FIXTURE QUALIFIES
ACCORDING TO ASME TEST
PROCEDURES AS A HIGH
EFFICIENCY WATER CLOSET WITH
AN AVERAGE CONSUMPTION OF
1.28 gpf (4.8 Lpf) OR LESS.



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Job Name	
Date	
Model Specified	
Quantity	
Customer	
Contractor	
Architect/engineer	

Because we are committed to continual product improvement, specifications are subject to change without notice. 11/17