

ORDINANCE

AUTHORIZING AMENDMENT AND EXTENSION OF TWO LEASE AGREEMENTS WITH 800 PAINFUL, L.P. AS LANDLORD FOR THE CONTINUED RENTAL OF OFFICE SPACE AT 800 DOLOROSA STREET FOR THE SAN ANTONIO POLICE DEPARTMENT’S OFFICE OF INTERNAL AFFAIRS AND HUMAN RESOURCES OFFICE OF MUNICIPAL INTEGRITY IN COUNCIL DISTRICT 1.

* * * * *

WHEREAS, the City of San Antonio (“City”) has occupied two suites under separate leases at 800 Dolorosa Street for office space; and

WHEREAS, since January 1, 2005, San Antonio Police Department’s (“SAPD”) Office of Internal Affairs has occupied 8,713 square feet of office space under a lease that was subsequently renewed and extended multiple times with the most recent term expiring September 30, 2019; and

WHEREAS, the City would like to renew this lease due to the convenient location of the building and such action will extend the term of the lease through September 30, 2020; and

WHEREAS, since February 1, 2005, Human Resources Office of Municipal Integrity has occupied 1,369 square feet of space under a lease that was subsequently renewed and extended multiple times with the most recent term expiring January 31, 2020; and

WHEREAS, the building in which these leased facilities are located was recently sold and the landlord 800 Painful, LP and the City have agreed to a short term lease extension; and

NOW THEREFORE:

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

SECTION 1. The City Council authorizes the City Manager or designee to execute two lease amendment and extensions substantially in the form as shown in **Attachment I** and **Attachment II** with 800 Painful, LP for use of leased space at the following rates:

SAPD	Present Lease	As Proposed	Net Change
Term	Expired 9/30/2019	Expires 9/30/2020	1 year extension
Rent	\$13,628.03 per month	\$15,037.13 March \$13,862.88 April	\$1,409.10 onetime increase \$234.85 monthly increase
Size	8,713 square feet	8,713 square feet	No change
In addition to the monthly rent reflected above, there may be an annual payment for any increases in property taxes proportionate to the occupancy over a 2019 base year.			

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OMI	Present Lease	As Proposed	Net Change
Term	Expired 1/30/2020	Expires 1/30/2021	1 year extension
Rent	\$2,135 per month	\$2,314.26 March \$2,224.63 April	\$179.26 onetime increase \$89.63 monthly increase
Size	1,369 square feet	1,369 square feet	No change
In addition to the monthly rent reflected above, there may be an annual payment for any increases in property taxes proportionate to the occupancy over a 2019 base year.			

SECTION 2. Funding in the amount of \$98,214.41 for this ordinance is available in Fund 11001000, Cost Center 1703100001 and General Ledger 5206010 as part of the Fiscal Year 2020 budget.

SECTION 3. Funding in the amount of \$17,797.04 for this ordinance is available in Fund 11001000, Cost Center 8002320025 and General Ledger 5206010 as part of the Fiscal Year 2020 budget.

SECTION 4. Payment not to exceed the budgeted amount is authorized to 800 Painful. L.P. for the continued rental of office space at 800 Dolorosa Street.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer 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 6: This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

PASSED AND APPROVED this 20th day of February, 2020.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

**Third Amendment to Lease Agreement
(800 Painful, LP – 800 Dolorosa, Suite 402)**

WHEREAS, GTM Washington Square, Ltd., predecessor-in-title to Landlord, and Tenant entered into that certain lease dated December 16, 2004 for 7,510 rentable square feet for a term to end December 31, 2009 authorized by Ordinance 100156 and later amended by:

- (a) Renewal and Extension of Lease Agreement authorized by Ordinance 2010-01-14-009 that extended the Lease through December 31, 2014;
- (b) 1st Amendment to Lease Agreement authorized by Ordinance 2010-09-30-0841, increasing the Premises size to 8,531 square feet (“1st Amendment”);
- (c) 2nd Renewal and Extension of Lease Agreement authorized by Ordinance 2014-10-02-0737 which extended the term through September 30, 2019; and

WHEREAS, the above-referenced lease and subsequent renewal and amendments are herein cumulatively referred to as the “Lease”; and

WHEREAS, the Building was conveyed by GTM Washington Square, Ltd to 800 Painful, LP during the term of the Lease; and

WHEREAS, 800 Painful, LP, as successor-in-title to GTM Washington Square, Ltd, (“Landlord”) and Tenant wish to amend the Lease.

NOW, THEREFORE, for good and valuable consideration, it is agreed by the parties as follows:

1. Identifying Information.

- Original Authorizing Ordinance:** 100156
- Previous Ordinances Authorizing Renewal:** 2010-01-14-0009, 2014-10-02-0737
- Current Authorizing Ordinance:**
- Landlord:** 800 Painful, LP as successor-in-title to GTM Washington Square, Ltd
- Landlord’s Address:** Weston Urban Management, LP
112 East Pecan Street, Suite 175
San Antonio, TX 78205
- Tenant:** City of San Antonio

Attachment I

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

Premises: Approximately 8,531 square feet in the building located at 800 Dolorosa Street, San Antonio, Bexar County, Texas (the "Building") commonly referred to as Suite 402 in the Building (collectively, the "Premises") as depicted in **Exhibit A**.

Third Amendment Term: Seven (7) month term

Binding Date: This agreement is binding on the parties on the later of (A) the effective date of the Authorizing Ordinance or (B) the later of the signatures of the two parties.

Commencement Date: March 1, 2020

Expiration Date: September 30, 2020

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 the original Lease.

3. Renewal and Extension.

The Term of this Lease is the *Third Amendment Term* commencing on March 1, 2020 and expiring on September 30, 2020, unless sooner terminated as provided in this Lease.

4. Monthly Rent.

Date	Monthly Amount
March 1 - 31, 2020	\$15,037.13
April 1, 2020 - September 30, 2020	\$13,862.88

5. Adjustment in Base Year.

For determining excess taxes over a Base Year as provided in Section 3.3 of the Lease commencing with any calculations effective after January 1, 2019, the parties shall use the tax year 2019 as the Base Year for any applicable taxes.

6. Holding Over

Section 24 is amended and restated in its entirety as follows:

24.1. The Landlord and Tenant agree that for the Holdover that occurred effective October 1, 2019, rent paid by Tenant in the amount of \$13,628.03 per month for period ending February 29, 2020 represents the entirety of the Rent due during the Holdover that will end on the Binding Date including any portions of the month that occurs after the Binding Date.

24.2. If Tenant is still in possession of the Premises after the end of the Third Amendment Term, then Landlord or Tenant can elect to either terminate this Lease or have it continue on a month to month basis with all terms and conditions of the Lease to apply except rent which will be increase 10% effective on the end of the Third Amendment Term and continue at that rate until such time that the Landlord provides timely notice of any further increase.

7. 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. Tenant has not asked for any improvements to the Premises and accepts them "as is". Furthermore, the rights to terminate the lease as provided in Section 3.2 of the Renewal and Extension of Lease Agreement and Section 3.02 of the 2nd Renewal and Extension of Lease Agreement no longer apply

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 the Landlord's signature on this amendment.

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Attachment I

9. Same Terms and Conditions.

Except as specifically set forth in this Third Amendment to Lease Agreement, all the terms and provisions of the Lease shall remain unmodified and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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Attachment I

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: _____

800 Painful, LP, a Texas limited partnership

By: 800 Painful GP, LLC
A Texas limited liability company,
its General Partner

By: Weston Urban, LLC
A Texas limited liability company,
Its Manager

By: _____
Randal C. Smith
Manager

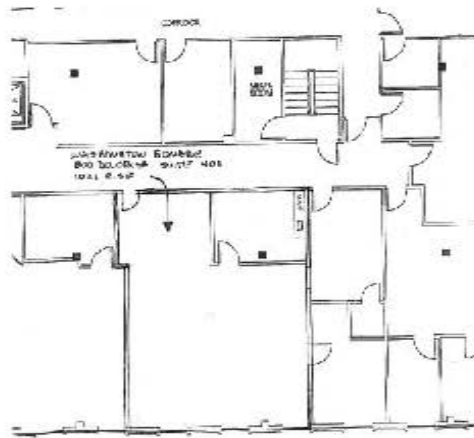
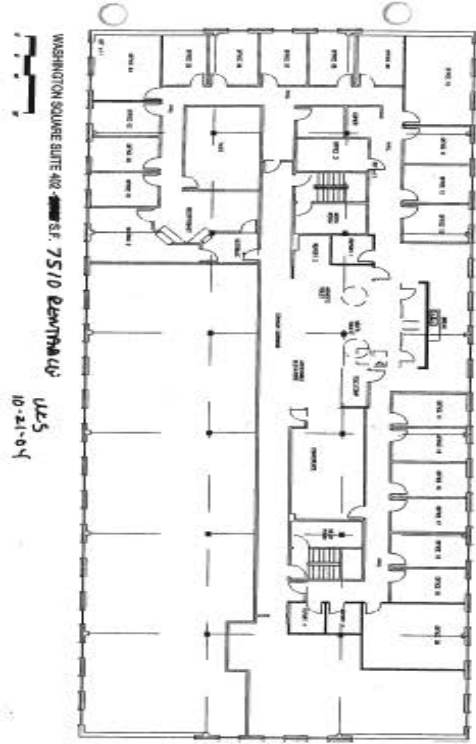
Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A. Description of the Premises



**Third Amendment to Lease Agreement
(800 Painful, LP – 800 Dolorosa, Suite 115)**

WHEREAS, GTM Washington Square, Ltd., predecessor-in-title to Landlord, and Tenant entered into that certain lease dated December 16, 2004 for 1,369 rentable square feet for a term to end December 31, 2009 authorized by Ordinance 100155 and later amended by:

- (a) Renewal and Extension of Lease Agreement authorized by Ordinance 2010-01-14-008 that extended the Lease through December 31, 2014;
- (b) 2nd Renewal and Extension of Lease Agreement authorized by Ordinance 2015-01-15-0015 which extended the term through January 31, 2020; and

WHEREAS, the above-referenced lease and subsequent renewal and amendments are herein cumulatively referred to as the “Lease”; and

WHEREAS, the Building was conveyed by GTM Washington Square, Ltd to 800 Painful, LP during the term of the Lease; and

WHEREAS, 800 Painful, LP, as successor-in-title to GTM Washington Square, Ltd, (“Landlord”) and Tenant wish to amend the Lease.

NOW, THEREFORE, for good and valuable consideration, it is agreed by the parties as follows:

1. Identifying Information.

Original Authorizing Ordinance: 100155

Previous Ordinances Authorizing Renewal: 2010-01-14-0008, 2015-01-15-0015

Current Authorizing Ordinance:

Landlord: 800 Painful, LP as successor-in-title to GTM Washington Square, Ltd

Landlord’s Address: Weston Urban Management, LP
112 East Pecan Street, Suite 175
San Antonio, TX 78205

Tenant: City of San Antonio

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

Attachment II

Premises: Approximately 1,369 square feet in the building located at 800 Dolorosa Street, San Antonio, Bexar County, Texas (the "Building") commonly referred to as Suite 115 in the Building (collectively, the "Premises") as depicted in **Exhibit A**.

Third Amendment Term: eleven (11) month term

Binding Date: This agreement is binding on the parties on the later of (A) the effective date of the Authorizing Ordinance or (B) the later of the signatures of the two parties.

Commencement Date: March 1, 2020

Expiration Date: January 31, 2021

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 the original Lease.

3. Renewal and Extension.

The Term of this Lease is the *Third Amendment Term* commencing on March 1, 2020 and expiring on January 31, 2021, unless sooner terminated as provided in this Lease.

4. Monthly Rent.

Date	Monthly Amount
March 1, 2020	\$2,314.26
April 1, 2020- January 31, 2021	\$2,224.63

5. Adjustment in Base Year.

For determining excess taxes over a Base Year as provided in Section 3.3 of the Lease commencing with any calculations effective after January 1, 2019, the parties shall use the tax year 2019 as the Base Year for any applicable taxes.

6. Holding Over

Section 24 is amended and restated in its entirety as follows:

24.1 The Landlord and Tenant agree that for the Holdover that occurred effective February 1, 2020, rent paid by Tenant in the amount of \$2,135.00 per month for period ending February 29, 2020 represents the entirety of the Rent due during the Holdover that will end on the Binding Date including any portions of the month that occurs after the Binding Date.

24.2. If Tenant is still in possession of the Premises after the end of the Third Amendment Term, then Landlord or Tenant can elect to either terminate this Lease or have it continue on a month to month basis with all terms and conditions of the Lease to apply except rent which will be increase 10% effective on the end of the Third Amendment Term and continue at that rate until such time that the Landlord provides timely notice of any further increase.

7. 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. Tenant has not asked for any improvements to the Premises and accepts them "as is".

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 the Landlord's signature on this amendment.

9. Same Terms and Conditions.

Except as specifically set forth in this Third Amendment to Lease Agreement, all the terms and provisions of the Lease shall remain unmodified and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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02/20/20
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Attachment II

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: _____

800 Painful, LP, a Texas limited partnership

By: 800 Painful GP, LLC
A Texas limited liability company,
its General Partner

By: Weston Urban, LLC
A Texas limited liability company,
Its Manager

By: _____
Randal C. Smith
Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A. Description of the Premises

