

ORDINANCE 2018-03-29-0201

APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH BRASS CENTERVIEW 2016, LLC FOR THE OFFICE SPACE LOCATED AT 4414 CENTERVIEW DRIVE, SUITE 160, WHICH REDUCES THE MONTHLY RENTAL AMOUNT TO \$1,400.00 FOR USE AS THE CITY COUNCIL DISTRICT 7 CONSTITUENT OFFICE.

* * * * *

WHEREAS, Ordinance 2011-11-17-0950, dated November 17, 2011, authorized the City of San Antonio to enter into a lease agreement for office space located at 4414 Centerview Drive for the City Council District 7 Constituent Office; and

WHEREAS, the City of San Antonio has exercised its options to extend the lease; and

WHEREAS, Brass Centerview 2016, LLC, is willing to reduce the current rent charged to the City of San Antonio under the lease; and

WHEREAS, this action is consistent with the City's policy to provide a constituent office within each City Council District for each Councilperson to conduct business and meet with constituents; **NOW THEREFORE:**

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 lease amendment with Brass Centerview 2016, LLC, to reduce the monthly rent from \$1,925.00 to \$1,400.00 for the remainder of the lease term ending November 30, 2021. The lease amendment is attached hereto and incorporated herein for all purposes as **Exhibit I**. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funding for this ordinance in the amount of \$8,400.00 is available in Fund 11001000, Cost Center 107010001, General Ledger 5206010 as part of the Fiscal Year 2018 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Brass Centerview 2016, LLC, and should be encumbered with a purchase order. All expenditures will be in accordance with the Fiscal Year 2018 budget and such other appropriations necessary to fund this contract through its term as evidenced by subsequent ordinances.

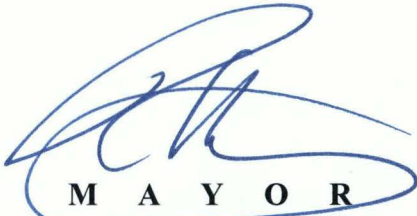
SECTION 4. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

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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.

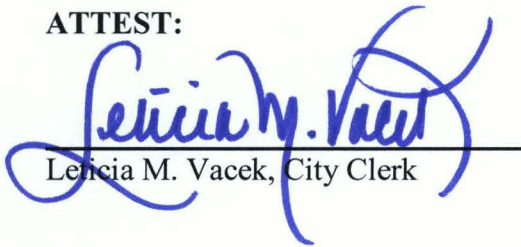
SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 29th day of March, 2018.




M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	17 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 21, 22, 23, 24, 25, 28A, 28B)						
Date:	03/29/2018						
Time:	09:47:34 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving an Amendment to the lease agreement with Brass Centerview 2016, LLC for the office space located at 4414 Centerview Drive, Suite 160, which reduces the monthly rental amount to \$1,400.00 for use as the City Council District 7 Constituent Office. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

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Exhibit I

3rd Amendment to Lease Agreement
(District 7 Constituent Office/4414 Centerview)

This 3rd Amendment to Lease Agreement is entered into between Landlord and Tenant to be effective as of April 1, 2018.

1. Identifying Information.

Ordinance Authorizing 3rd Amendment:

Landlord: Brass Centerview 2016, LLC, a Delaware limited liability company, assignee of Brass Centerview 2012, LLC

Landlord's Address: 4440 Piedras Drive, Suite 150, San Antonio, Texas 78228

Tenant: City of San Antonio

Tenant's Address: P.O. Box 829966, San Antonio, Texas 78283-3966 (Attention: Manager, Leasing Division)

Lease: Office Lease (District 7 Constituent Office/4414 Centerview) between Landlord and Tenant pertaining to Suite 160 at 4414 Centerview Dr., San Antonio, Texas 78228 and associated renewals/amendments.

Ordinance Authorizing Original Lease: 2011-11-17-0950

Ordinance Authorizing 1st Amendment: 2013-12-05-0847

Ordinance Authorizing 1st Renewal and 2nd Amendment: 2016-10-13-0793

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.

3. Rent.

Paragraph 3.01 of the Lease is amended to change the monthly rent as follows:

<u>Rent Period</u>	<u>Monthly Rent</u>
April 1, 2018 through November 30, 2021	\$1,400.00

4. 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.

5. 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 stated and 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. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

6. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and disclosed accordingly.

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

Brass Centerview 2016, LLC, a Delaware limited liability company, by and through its sole managing member

Brass Professional Management, LLC, a Delaware limited liability company

Printed Name: James Stewart

Title: Authorized Agent

Date: 2/5/18

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney