

AN ORDINANCE **2017-03-09-0157**

**AUTHORIZING THE EXECUTION OF THE SIXTH RENEWAL AND FIFTH AMENDMENT TO THE LEASE AGREEMENT WITH RIVERVIEW TOWER PARTNERS, LTD, FOR THE CONTINUED RENTAL OF APPROXIMATELY 18,830 SQUARE FEET OF OFFICE SPACE LOCATED AT 111 SOLEDAD STREET, SUITES 120, 200 AND 925, IN CITY COUNCIL DISTRICT 1, FOR USE BY THE HUMAN RESOURCES DEPARTMENT.**

\* \* \* \* \*

**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 substantially in the form of **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:** Funding for this ordinance in the amount up to \$169,470.00 is available as part of the FY2017 Budget, see the table below:

Amount	General Ledger	Cost Center	Fund
\$98,577.00	5206010	1002010001	75002000
\$70,983.00	5206010	8002320001	11001000
Total Amt. \$169,470.00			

**SECTION 3:** Payment not to exceed the budgeted amount is authorized to Riverview Tower Partners, Ltd. and should be encumbered with a purchase order. All expenditures will comply with the approved operating budget for current and future fiscal years.

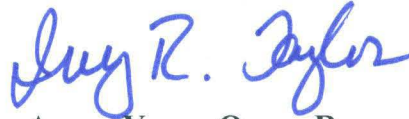
**SECTION 4:** Additional funding for this ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for Fiscal Years 2018, 2019, 2020, 2021, 2022 and 2023.

**SECTION 5:** 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 6.** This Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

**PASSED AND APPROVED** this 9<sup>th</sup> day of March, 2017.



M A Y O R

Ivy R. Taylor

Attest:

  
Leticia M. Vacek, City Clerk

Approved As To Form:

  
for Andrew Segovia, City Attorney

<b>Agenda Item:</b>	16 ( in consent vote: 7, 8, 9, 10, 11, 13, 14, 15, 16, 18, 21, 23, 25A, 25B )						
<b>Date:</b>	03/09/2017						
<b>Time:</b>	09:47:49 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the execution of the 6th Renewal and 5th Amendment to Lease Agreement with Riverview Tower Partners, Ltd. for the continued rental of approximately 18,830 square feet of office space located at 111 Soledad Street, Suites 120, 200 and 925, in City Council District 1, for use by the Human Resources Department. [Lori Houston, Assistant City Manager; John Jacks, Interim Director, Center City Development & Operations]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		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				
Michael Gallagher	District 10		x				

**6<sup>th</sup> Renewal and 5<sup>th</sup> Amendment to Lease Agreement**  
(Riverview Towers - Human Resources Department)

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**1. Identifying Information.**

**Ordinance Authorizing 6<sup>th</sup>  
Renewal and 5<sup>th</sup> Amendment:**

**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

**Lease:** Lease Agreement (City Attorney's Office Riverview Office Building) dated January 30, 2002 between Mack-Cali Texas Property, L.P. as Landlord and the City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205 (the "Building")

**Ordinance Authorizing  
Original Lease:** 95134, January 10, 2002

**Ordinance Authorizing 1<sup>st</sup>  
Amendment:** 96144, dated August 8, 2002

**Ordinance Authorizing 1<sup>st</sup>  
Renewal:** 99437, June 24, 2004

**Ordinance Authorizing 2<sup>nd</sup>  
Renewal:** 100943, May 26, 2005

**Ordinance Authorizing 2<sup>nd</sup>  
Amendment and 3<sup>rd</sup> Renewal:** 2006-06-29-0778

**Ordinance Authorizing 4<sup>th</sup>  
Renewal:** 2009-02-19-0137

**Ordinance Authorizing 5<sup>th</sup>  
Renewal and 3<sup>rd</sup> Amendment:** 2011-05-05-0346

**Ordinance Authorizing 4<sup>th</sup>  
Amendment and Combined  
Agreement:** 2016-03-31-0222

**Rent:** As set forth in Section 6.

**Renewal Term:** Five years



**Renewal Term**  
**Commencement Date:** April 1, 2017

**Renewal Term End Date:** March 31, 2022

**Asbestos Survey Deadline:** No later than 30 days after the Effective Date

**Effective Date:** The effective date of the Ordinance Authorizing this 6<sup>th</sup> Renewal and 5<sup>th</sup> Amendment

The exhibits to this Lease are:

Exhibit A: Description of Premises/Floorplan

All exhibits are incorporated by reference for all purposes as if fully set forth.

## **2. Defined Terms.**

All terms defined in the Lease and not otherwise defined 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 renewals and amendments to it.

## **3. Extension of Term, Renewal, Termination.**

The five-year Renewal Term begins on the Renewal Term Commencement Date. Tenant may terminate the Lease without cause at or any time after September 30, 2019 by giving Landlord 150-day written notice.

## **4. Premises.**

The Premises as defined in the Lease and subsequent renewals and amendments consists of approximately 16,480 square feet, being Suite 120 and Suite 200 of the Building. The Premises is hereby amended to include an additional 2,350 square feet, being Suite 925 of the Building, for a total leased Premises of 18,830 square feet as depicted on **Exhibit A**.

## **5. Landlord's Affirmative Promises:**

5.01. Landlord, at Landlord's sole cost and expense, promises to provide the cleaning and maintenance services for Suite 925 described in Exhibit E of the 5<sup>th</sup> Renewal and 3<sup>rd</sup> Amendment referenced above.

5.02. Landlord, at Landlord's sole cost and expense, promises to hire and pay vendors (selected by the City of San Antonio) directly, an amount not to exceed \$10,000.00 for training related equipment for Suite 925, and for access controls for Suite 120.

5.03. Landlord promises to apply any remaining balance of the \$10,000.00 as rent credit to the next monthly rent payment due.

**6. Rent.**

Tenant must pay Rent at the time and place required by the Lease from the beginning of Renewal Term through and including the end of Renewal Term. Monthly rent during Renewal Term will be \$28,245.00 (\$18.00 per square foot).

**7. Operating Expenses.**

The year 2016 will be the base year for operating expense reimbursement during the term of this Renewal for Suites 120 and 200. Suite 925 shall have no associated operating expense reimbursement obligation.

**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 Landlord's signature on this amendment.

**9. 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. All holdover terms of the Lease apply as well to this 4<sup>th</sup> Renewal term. 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.

**10. Incorporation of Exhibits.**

The attached Exhibits are incorporated by reference for all purposes as if fully set forth.

**11. Date of Amendment**

For purposes of reference, the date of this renewal and amendment is the date of the later of this document's execution and the date this document is authorized by ordinance of the City of San Antonio.

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

**Landlord**

**Riverview Tower Partners, Ltd.**, a Texas limited partnership, by and through its sole general partner

**Riverview Tower GP, LLC**, a Texas limited liability company

Signature: *Charles Brown*

Printed Name: Charles Brown

Title: Manager

Date: \_\_\_\_\_

**Tenant**

**City of San Antonio**, a Texas municipal corporation

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

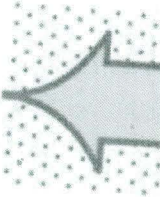
Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved:**

\_\_\_\_\_  
City Attorney





# Exhibit A

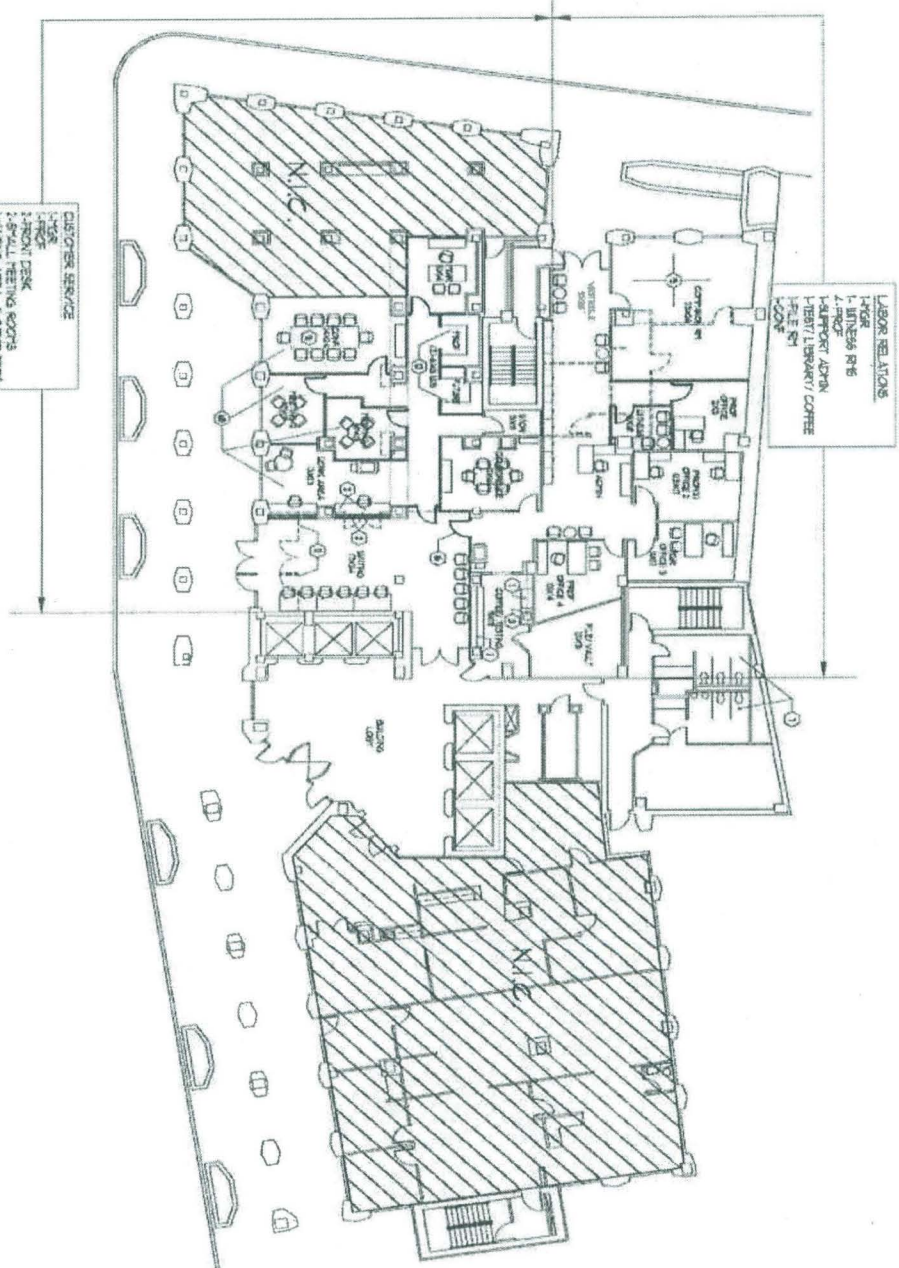
## COSA HR DEPARTMENT

RIVERVIEW TOWER LEVEL 1  
 12100 12600  
 12400 12440  
 12500 12600 PICKING

5927 R45

CUSTOMER SERVICE  
 1-RECEPTION  
 2-FRONT DESK  
 3-STALL FILING ROOMS  
 4-BUILDING AREA & CONFERENCE  
 5-TRUCK CONVEYER

LABOR RELATIONS  
 1-RECEPTION  
 2-MINORS R/B  
 3-PROF  
 4-ADVISOR ADMIN  
 5-REVIEW LIBRARY/COFFEE  
 6-FILE RM  
 7-CONF

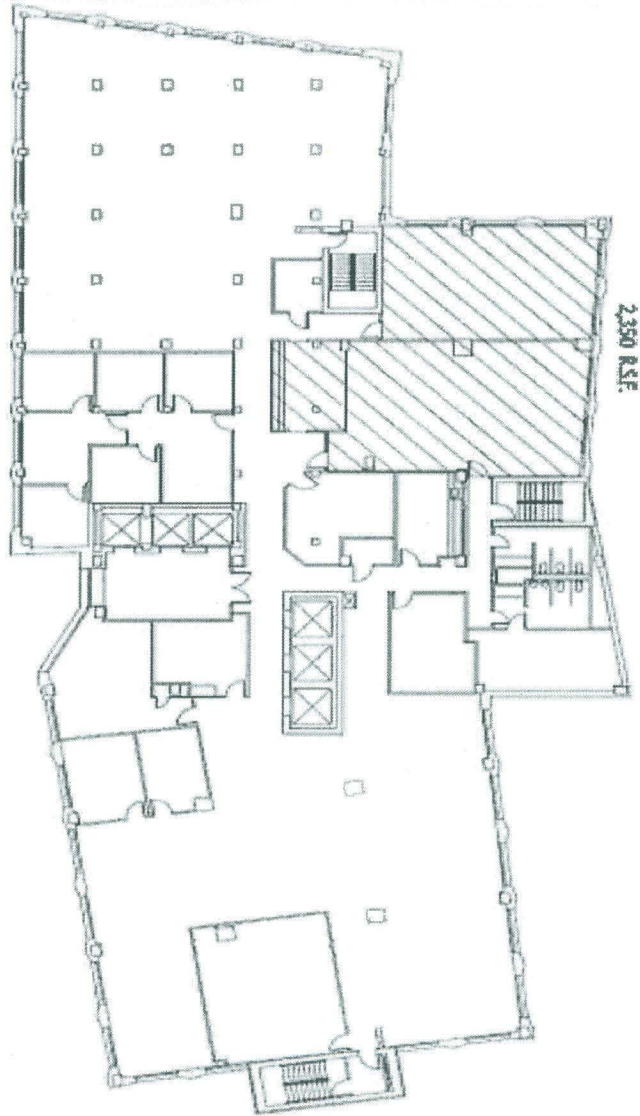


SCALE: 1/8" = 1'-0"  
 I N S I T  
 12100 12600  
 12400 12440  
 12500 12600 PICKING





Suite 925



LEVEL 9