

AN ORDINANCE 2016-08-04-0542

**AUTHORIZING THE RENEWAL, AMENDMENT AND EXTENSION
OF A LEASE AGREEMENT FOR DISTRICT 6 COUNCIL OFFICE
LOCATED AT 8373 CULEBRA RD, STE. 202.**

* * * * *

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

SECTION 1. The City Manager, or her designee, is hereby authorized to renew, amend and extend a lease agreement between the City of San Antonio and WC Culebra Crossing SA, LP, as successor in interest to the landlord, for approximately 1,520 square feet of office space located at 8373 Culebra Road, Ste. 202 to be used for the District 6 City Council office for a five-year term beginning on April 1, 2016 for the initial monthly rental amount of \$1,823.25 during the first three years and escalating to \$1,914.41 during final two years. A copy of the lease agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Funding in the amount of \$1,823.25 for this ordinance is available in Fund 11001000, Cost Center 0106020001 and General Ledger 5206010, as part of the Fiscal Year 2016 Budget.

SECTION 3. Additional funding for this ordinance is contingent upon approval of the Fiscal Year 2017 through Fiscal Year 2022 Budgets for Fund 11001000, Cost Center 0106020001 and General Ledger 5206010.

SECTION 4. If approved by City Council, monthly payments in accordance to the lease terms is authorized to WC Culebra Crossing SA, LP. and should be encumbered with a purchase order.

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.

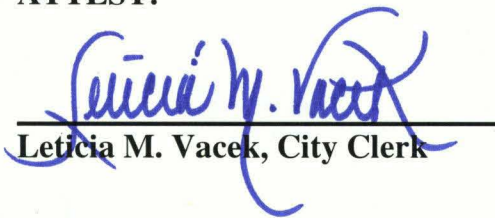
SECTION 6. This Ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

PASSED AND APPROVED this 4th day of August, 2016.



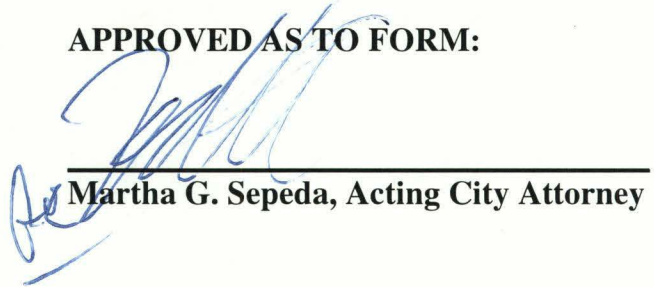
M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	14 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, 19, 22, 24, 25, 26, 27, 29)						
Date:	08/04/2016						
Time:	09:50:46 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the Renewal, Amendment and Extension of a Lease Agreement for District 6 Council Office located at 8373 Culebra Rd, Ste. 202. [Lori Houston, Assistant City Manager; John Jacks, Interim Director, Center City Development and Operations]						
Result:	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				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT 1

Renewal, Amendment and Extension of Lease Agreement (Council District No. 6 Constituent Office)

1. Identifying Information.

**Ordinance Authorizing
Renewal and Extension:**

Landlord: WC Culebra Crossing SA, LP (as successor in interest to
Ferdosh D. Nankani and Denise L. Dyck, an unincorporated
general partnership DBA US Investments)

Landlord's Address: 401 Congress Avenue, 33rd Floor
Austin, TX 78701

Tenant: City of San Antonio

**Tenant's Address and
location for payment of rent:** P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention:
Director, Capital Community Initiatives Department)

Original Lease: Lease Agreement between Landlord and Tenant pertaining to
Premises comprising approximately 1,520 square feet of office
space located at 8373 Culebra Road, Suite 202 in San Antonio,
Texas, 78251 to be utilized as the District 6 Council office as
graphically depicted in Exhibits A and B of the Original Lease.

**Ordinance Authorizing
Original Lease:** 2011-02-17-0135

Beginning of Renewal Term April 1, 2016

Expiration of Renewal Term March 31, 2021

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Original Lease have the meanings previously ascribed to them.

3. Renewal.

The Initial Term of the Original Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term (such period, the "Renewal Term"). Section 4, Initial Term/Renewal Option, of the Original Lease is revised to 1) delete subsection 4.03, Renewal Option; and 2) delete subsection 4.04, Termination Without Cause, and replace with the following:

4.04. Termination Without Cause. Tenant may terminate the Lease for any reason after the Commencement date with 60 days' advance written notice to Landlord. Upon advance notice to Tenant, Landlord will have the right to show the Premises to other prospective tenants during the 60-day period.

4. Rent.

During the Renewal Term, Tenant must pay to Landlord Rent at the place, at the intervals, and in the manner described in the Original Lease for the payment of Rent. Section 6, Rent/Security Deposit, subsection 6.01, Rent, of the Original Lease is deleted and replaced with the following:

6.01. Rent. Rent is due on the first of each month. Rent for the Renewal Term is as follows:

Monthly Lease Payment	
April 1, 2016 – March 31, 2019	\$1,823.25
April 1, 2019 – March 31, 2021	\$1,914.41

5. No Default.

Neither Landlord nor Tenant is in default under the Original 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 Original Lease. Except as expressly modified by this renewal and extension, the Original Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Original 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.

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.

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

City of San Antonio, a Texas municipal corporation **WC Culebra Crossing SA, LP**

By: _____

By: WC Culebra Crossing SA GP, LLC, its
General Partner

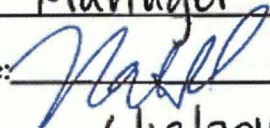
Printed
Name: _____

Printed
Name: Natin Paul

Title: _____

Title: Manager

Date: _____

Signature: 

Date: 6/10/2016

Attest:

City Clerk

Approved as to Form:

City Attorney