

ORDINANCE 2018-09-13-0718

**AMENDING THE 2012 COMBINED AGREEMENT WITH RIVERVIEW TOWER PARTNERS, LTD. TO EXTEND THE LEASE TERM FOR AN ADDITIONAL FIVE YEARS FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT'S CONTINUED USE OF 21,502 SQUARE FEET OF OFFICE SPACE LOCATED AT 111 SOLEDAD AND ADDING 8,390 SQUARE FEET FOR USE BY THE PLANNING DEPARTMENT AT AN INITIAL REDUCED MONTHLY RENTAL AMOUNT OF \$43,981.50 AND INCREASING TO \$45,203.20 IN THE THIRTY-FIRST MONTH.**

\* \* \* \* \*

**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 Riverview Tower Partners, Ltd. which is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding in the amount of \$565,890.00 for this ordinance is contingent upon approval of the Fiscal Year 2019 Budget, as follows:

Amount	General Ledger	Cost Center	Fund
\$279,600.00	5206010	903040001	74001000
\$122,508.00	5206010	903040001	74001000
\$10,560.00	5202025	903040001	74001000
\$5,280.00	5202025	903040001	74001000
\$140,742.00	5206010	5001000001	11001000
\$7,200.00	5202025	5001000001	11001000
Total	\$565,890.00		


**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 be in accordance with the Fiscal Year 2019 and subsequent budgets that fall within the term of this contract as approved by City Council.

**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 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  
09/13/18  
Item No. 8

**PASSED and APPROVED this 13<sup>th</sup> day of September, 2018.**




**M A Y O R**  
Ron Nirenberg

**ATTEST:**



\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>8 ( in consent vote: 5, 6, 7, 8, 9A, 9B, 9C, 9D, 9E, 9F, 10, 11, 12, 13, 14, 16, 17 )</b>						
<b>Date:</b>	09/13/2018						
<b>Time:</b>	09:48:35 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance amending the 2012 Combined Agreement with Riverview Tower Partners, Ltd. to extend the lease term for an additional five years for the Information Technology Services Department's continued use of 21,502 square feet of office space located at 111 Soledad and adding 8,390 square feet for use by the Planning Department at initial reduced monthly rental amount of \$43,981.50 and increasing to \$45,203.20 in the thirty-first month. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
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**



**2<sup>nd</sup> Amendment of 2012 Combined Agreement Relating to Existing Leases  
for the 6<sup>th</sup> Renewal and Amendment of Lease A**  
(Riverview Towers/COSA/ITSD/Planning)

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This instrument is entered into between Landlord and Tenant, pursuant to the Ordinance Authorizing the 2<sup>nd</sup> Amendment of the 2012 Combined Agreement Relating to Existing Leases (2012 Combined Agreement) for the 6<sup>th</sup> Renewal and Amendment of Lease A.

**1. Identifying Information.**

**Ordinance Authorizing  
2<sup>nd</sup> Amendment of 2012  
Combined Agreement:**

**Landlord:** Riverview Tower Partners, Ltd.

**Landlord's Address:** 111 Soledad, San Antonio

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Center City Development & Operations  
Department)

**Premises – Lease A:** 2012 Combined Agreement between Landlord and  
Tenant relating to approximately 21,502 square feet,  
consisting of the 14,928 square feet on the 7<sup>th</sup> floor and  
6,574 square feet on the 9<sup>th</sup> floor, at 111 Soledad, San  
Antonio, Texas 78205.

**Ordinance Authorizing  
2012 Combined  
Agreement:** 2013-02-21-0126

**Ordinance Authorizing  
1<sup>st</sup> Amendment to 2012  
Combined Agreement:** 2014-06-19-0454

**Additional Premises II:** The approximately 8,390 square feet of the building in  
Suite 650 (1,862 square feet), Suite 675 (3,203 square  
feet) and the 6<sup>th</sup> floor storage space (571 square feet)  
as shown on **Exhibit A** and in Suite 1600 on the 16<sup>th</sup>  
floor (2,754 square feet) as shown on **Exhibit B**.

**Beginning of the 6<sup>th</sup>  
Renewal Term – Lease A:** October 1, 2018

**Expiration of Renewal**    September 30, 2023  
**Term – Lease A:**

## **2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the 2012 Combined Agreement, related leases or any previous amendment, renewal and extension to it have the meanings previously ascribed to them. References to "Lease" in this Renewal and Extension of Lease A include the 2012 Combined Agreement, related leases and all previous amendments, renewals and extensions.

## **3. Amendment – Parking.**

Any reference to parking in any lease that was the subject of the 2012 Combined Agreement Related to Existing Leases and any lease executed subsequent to the referenced agreement that references Parking Rent or charges for parking spaces to be provided by Landlord, may be adjusted as Landlord's direct cost to provide parking increases or decreases retroactive to the date each of the respective leases commenced. The present monthly Parking Rent is \$120.00 per space. Parking Rent increases shall be limited to a maximum increase of 5% in a 12 month period.

## **4. Second Addition of Premises to Lease A.**

The parties add the Additional Premises II to Lease A. The term for the Additional Premises II is the same as for Lease A. For all purposes (except rent) for which the square footage of the Additional Premises II is important under the Lease, the Additional Premises II contains 8,390 square feet. The Premises for Lease A is hereby revised to total 29,892 square feet.

## **5. Commencement Date of Lease A.**

For the purpose of configuring rental payments, the Commencement Date of this Renewal and Amendment of Lease A is October 1, 2018.

## **6. Renewal, Extension of Lease A.**

6.01. The term of the Lease is extended for five years from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

6.02. Tenant may terminate Lease A, in whole or in part, on not less than 180-days prior written notice.

## **7. Rent – Lease A.**

7.01. The square footage to be used in the calculation of rent for Lease A is 29,321 square feet. From the Beginning of the Renewal Term to the Expiration of the Renewal Term Tenant must pay to Landlord the following Base Rent:



<i>Months</i>	<i>Period</i>	<i>Annual Rent per Square Foot</i>	<i>Monthly Base Rent</i>
1 to 30	October 1, 2018 to March 31, 2021	\$18.00	\$43,981.50
31 to 60	April 1, 2021 to September 30, 2023	\$18.50	\$45,203.20

7.02. **Storage Space.** Rent for the 6<sup>th</sup> floor storage space (571 square feet) in Additional Premises II is \$0.00 per square foot and is leased on a month to month basis. Landlord or Tenant may terminate Tenant's use of this space upon 30 days written notice to Tenant.

7.03. The Base Years for the Expense Stop are as follows:

<i>Leased Premises Location</i>	<i>Square Feet</i>	<i>Base Year</i>
7 <sup>th</sup> Floor	14,928	2013
9 <sup>th</sup> Floor	6,574	2014
Suites 650 & 675 and the 16 <sup>th</sup> Floor	7,819	2018

## **8. Amendment – Parking Spaces for Lease A.**

In addition to all parking Landlord provides Tenant under previous agreements, Landlord must provide Tenant with five parking spaces in the Rand Parking Garage for the Parking Rent provided for above.

## **9. Improvements to Premises.**

9.01. Prior to the Commencement Date, Landlord will complete the following Tenant Improvements to Additional Premises II:

(a) In Suite 650, Landlord will:

1. Install new, building standard carpet to match the carpet in Suite 675;
2. Install new cove base to match Suite 675;
3. Repaint entire suite to match Suite 675;
4. Remove the built-in reception counter;
5. Enclose the underside of the sink cabinet;
6. Install a sink faucet;
7. Ensure door handles are installed on all doors;
8. Clean and repair if necessary all mini blinds; and
9. Key all handsets located in Suite 650, Suite 675, and the 16<sup>th</sup> floor, to one exclusive master key.

(b) In Suite 675, Landlord will:

1. Thoroughly clean the entire suite; and
2. Paint up to five walls (as selected by Tenant).

(c) In the 16<sup>th</sup> floor space, Landlord will:

1. Thoroughly clean the entire 16<sup>th</sup> floor space; and
2. Paint up to five walls (as selected by Tenant).

9.02 Landlord shall be solely responsible to complete the Tenant Improvements at its sole cost and expense without any necessity for the Tenant to contribute towards the cost of the Tenant Improvements.

#### **10. Asbestos Survey.**

Landlord must, in accordance with the provisions of Section 6-293 of the City Code of the City of San Antonio, Texas, deliver to Tenant an Asbestos Survey of Suite 650 (1,862 square feet) and the 6th floor storage space (571 square feet) in Additional Premises II not later than 30 days before the Commencement Date.

#### **11. 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, renewal and extension.

#### **12. Same Terms and Conditions.**

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

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**13. Public Information.**

Tenant 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.

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

**Tenant**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved as to Form:**

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

**Attest:**

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

**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 B. Brown**  
\_\_\_\_\_  
Printed Name

**Manager**  
\_\_\_\_\_  
Title

**8-22-18**  
\_\_\_\_\_  
Date

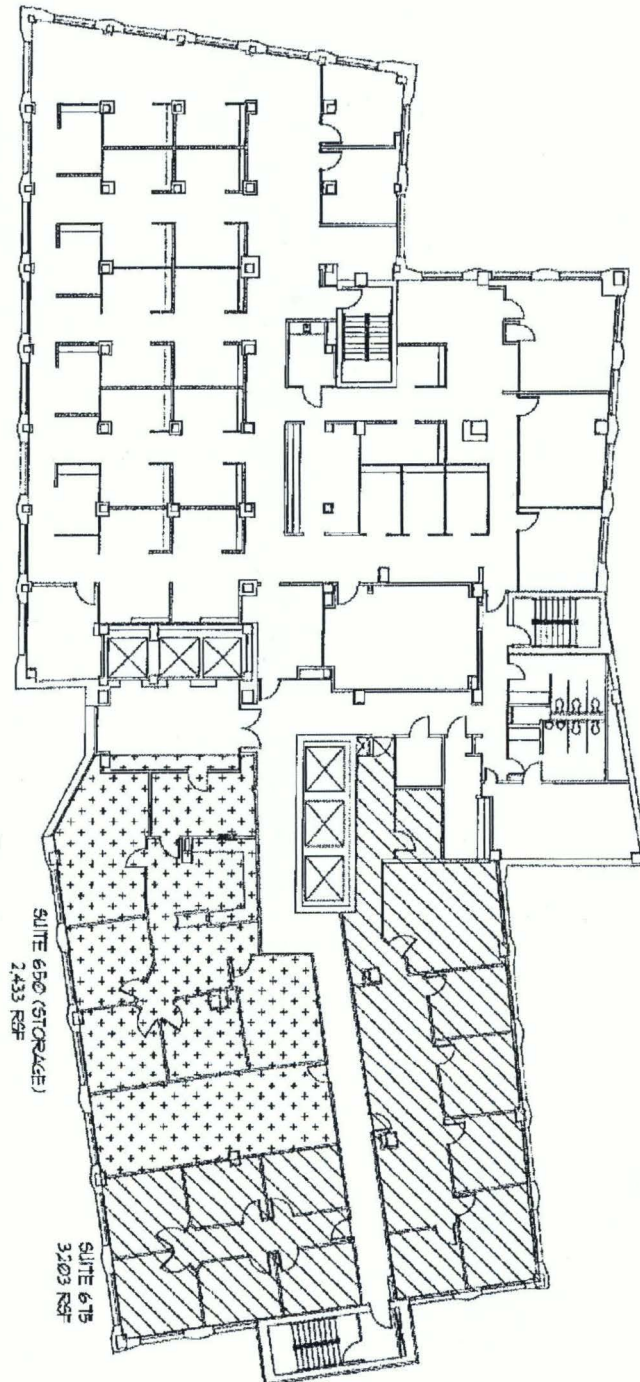
## Exhibit A: (Description of Premises)

South irregular 190.97 feet of Lot 17, New City Block 909, San Antonio, Bexar County, Texas.



SCALE: N.T.S.  
08.20.18

INTERNATIONAL  
ARCHITECTS  
P.C.  
210 200 4100



RIVERVIEW TOWERS  
LEVEL 6

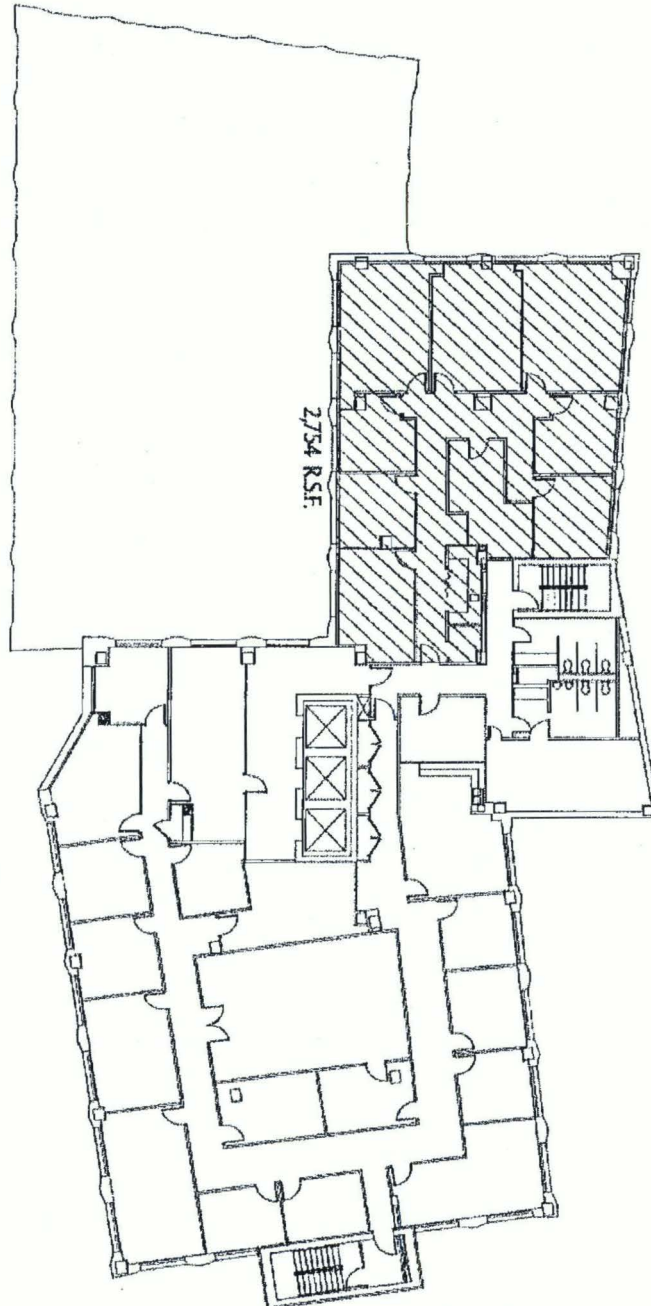
## Exhibit B: (Description of Premises)

South irregular 190.97 feet of Lot 17, New City Block 909, San Antonio, Bexar County, Texas.



SCALE: N.T.S.  
08.20.18

EXHIBIT  
ARCHITECTS  
200 200 4100  
1000  
SAN ANTONIO  
TEXAS  
78215



RIVERVIEW TOWERS  
LEVEL 16