

ORDINANCE

2019-02-21-0138

**APPROVING THE THIRD RENEWAL AND AMENDMENT TO THE LEASE AGREEMENT WITH PARK OAKS, LTD. FOR THE CONTINUED USE OF OFFICE SPACE LOCATED AT 16500 SAN PEDRO FOR THE DISTRICT 9 CONSTITUENT OFFICE FOR A TERM OF THREE YEARS. FUNDED BY THE FY 2019 GENERAL FUND BUDGET.**

\* \* \* \* \*

**WHEREAS**, this ordinance will authorize a third renewal and amendment to a lease agreement with Park Oaks, Ltd. for approximately 1,265 square feet of office space, located at 16500 San Pedro; and

**WHEREAS**, this space will continue to be used as the District 9 Constituent Office for the purpose of conducting business and meeting with constituents; **NOW THEREFORE**:

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

**SECTION 1.** The City Manager and the City Manager's designee, severally, are authorized and directed to execute and deliver on behalf of the City a Third Renewal and Amendment to the Lease Agreement with Park Oaks, Ltd. which is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding of \$16,744.00 for this ordinance is available in Fund 11001000, Cost Center 0109010001 and General Ledger 5206010 as part of the Fiscal Year 2019 budget approved by City Council or contingent upon City Council approval of subsequent budgets within the term of this contract.

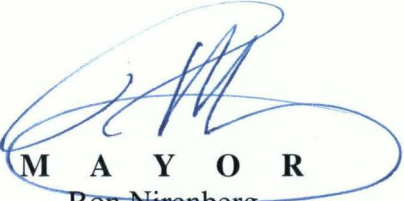
**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Park Oaks, Ltd. for the continued use of approximately 1,265 square feet of office space, located at 16500 San Pedro, Suites 290 and 292, in Council District 9, as a Constituent Office.

**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  
02/21/19  
Item No. 12


**PASSED** and **APPROVED** this 21<sup>st</sup> day of February, 2019.

  
**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>12 ( in consent vote: 4, 6, 7, 8, 10A, 10B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 26 )</b>						
<b>Date:</b>	02/21/2019						
<b>Time:</b>	09:38:53 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving the Third Renewal and Amendment to the Lease Agreement with Park Oaks, Ltd. for the continued use of office space located at 16500 San Pedro for the District 9 Constituent Office for a term of three years. Funded from the FY 2019 General Fund Budget. [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	
Art A. Hall	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				

LC  
02/21/19  
Item No. 12

# Exhibit I



### **3<sup>rd</sup> Renewal and Amendment to Lease Agreement**

(Council District 9 Constituent Office – Park Oaks / 16500 San Pedro)

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This 3<sup>rd</sup> Renewal and Amendment to Lease Agreement is entered into between Landlord and Tenant.

#### **1. Identifying Information.**

**Ordinance Authorizing  
3<sup>rd</sup> Renewal and  
Amendment:**

**Landlord:** Park Oaks, Ltd.

**Landlord's Address:** c/o Live Oak-Gottesman, LLC  
4330 Gains Ranch Loop, Suite 100  
Austin, Texas 78735

**Tenant:** City of San Antonio

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

**Lease:** Lease Agreement (Council District 9 Constituent Office)  
pertaining to approximately 1,265 rentable square feet,  
constituting Suites 290 and 292 at the Park Oaks Center,  
16500 San Pedro, San Antonio, Texas 78232.

**Ordinance Authorizing  
Original Lease:** 2009-11-19-0933

**Ordinance Authorizing  
Renewal and  
Amendment:** 2011-11-17-0951

**Ordinance Authorizing  
2<sup>nd</sup> Renewal and  
Amendment:** 2015-05-21-0436

**3<sup>rd</sup> Renewal:** Thirty-six months

**Beginning of Renewal  
Term:** March 1, 2019

**Expiration of Renewal  
Term:** February 28, 2022

## **2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them. References to "Lease" in this Renewal and Amendment include the original Lease.

## **3. Amendment, Premises.**

Parties acknowledge and agree that the 2<sup>nd</sup> Renewal and Amendment of Lease Agreement expanded the Premises to include Suite 292 instead of Suite 291. The Lease is hereby amended by replacing "Suite 291" with "Suite 292".

## **4. Term and Early Termination.**

The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. The Extended Lease Term is thirty-six months, subject to early termination by Tenant as described in the Lease, as amended.

## **5. Rent.**

From the Beginning of Renewal Term through and including the Expiration of Renewal Term, Tenant shall pay to Landlord monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent, as follows:

<b>Months</b>	<b>Monthly Rent</b>
March 1, 2019 through February 29, 2020	\$2,392.00
March 1, 2020 through February 28, 2021	\$2,444.00
March 1, 2021 through February 28, 2022	\$2,496.00

## **6. Tenant Improvements.**

Landlord shall install new building standard carpet in the entire leased premises covered by this Lease at its sole cost and expense. Landlord will ensure that the improvements are completed no later than March 31, 2019.

## **7. Brokerage Commission.**

Upon execution and delivery of this Renewal and Amendment, Landlord must pay a commission equal to 4% of the total Base Rent to be paid throughout the life of this Renewal and Amendment to Providence Commercial Real Estate Services, Inc.

## **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 this Renewal and Amendment.

## **9. Same Terms and Conditions.**

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

#### 10. Public Information.

Landlord 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

By: \_\_\_\_\_

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

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

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

Attest:

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

Approved as to Form:

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

#### Landlord

**Park Oaks, Ltd.**, a Texas limited partnership

By: \_\_\_\_\_

Printed  
Name: Steven A. Younkman

Title: CFO

Date: 1/23/2019