

ORDINANCE

AUTHORIZING A FIRST AMENDMENT AND EXTENSION OF A LEASE AGREEMENT WITH WP PRESA, LLC FOR 10,840 SQUARE FEET OF MULTI-USE SPACE LOCATED AT 2701 S. PRESA IN COUNCIL DISTRICT 5 FOR USE AS A SENIOR CENTER FOR AN ADDITIONAL TERM OF 5 YEARS.

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WHEREAS, the Human Services Department has utilized 10,840 square feet of multi-use space located at 2701 S. Presa since March 2010 in City Council District 5 for the Senior Multi-Service Center (“Center”); and

WHEREAS, the Center provides congregate meals, computer classes, and exercise and health related services and programs and has been a great success over the last ten years, serving the estimated 16,864 seniors who reside in City Council District 5; and

WHEREAS, the existing lease term has expired and there is an immediate and continued need for the services provided by the Center; and

WHEREAS, this action is consistent with the City of San Antonio (“City”) and Bexar County's Joint Commission on Elderly Affairs, which recommended the establishment of multi-service centers in 2003; **NOW THEREFORE:**

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

SECTION 1. The City Council authorizes the City Manager or designee to execute a First Amendment and Extension to Lease Agreement substantially in the form as shown in **Attachment I** with WP Presa, LLC for the continued use of 10,840 square feet of multi-use space located at 2701 S. Presa in Council District 5 as a Senior Center for an additional term of five years expiring April 30, 2025 for a monthly rent during the five-year term at \$18,518.33.

SECTION 2.

SECTION 3.

SECTION 4.

SECTION 5.

SECTION 6: The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager’s designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

VS
4/16/20
Item No. ____

SECTION 7: This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

PASSED AND APPROVED this 16th day of April, 2020.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Tina Flores, Acting City Clerk

Andrew Segovia, City Attorney

Attachment I

**First Amendment and Extension to Lease Agreement
(2701 S. Presa, D-5 Senior Center Lease)**

This First Amendment and Extension to Lease Agreement is entered into between Landlord and Tenant (collectively, the "Parties") as of the later of the two signatures at the end:

1. Identifying Information.

Original Authorizing Ordinance: 2009-10-08-01-08

Current Authorizing Ordinance:

Landlord: WP Presa, LLC, as successor-in-ownership to CVC Properties, LLC

Landlord's Address: 7004 Bee Cave Road, Ste. 3-313, Austin, TX 78746
For Payment: P.O. BOX 161150, Austin, TX 78716

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Premises: The real property located at 2701 S. Presa, San Antonio, Bexar County, Texas, consisting of approximately 10,840 square feet building as depicted in **Exhibit A** of the Lease Agreement.

Renewal Commencement Date: May 1, 2020

Renewal Term: Five (5) years

Monthly Base Rent: \$18,518.33

Binding Date: This agreement is binding on the parties on the later of: (A) the effective date of the Authorizing Ordinance; or (B) the later of the signatures of the two Parties.

Attachment I

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 the original Lease.

3. Renewal and Extension.

The Term of this Lease shall be extended. The renewal term is five years, commencing on May 1, 2020 and expiring on April 30, 2025.

4. Rent.

Base Rent is as stated in Section 1. above.

5. Tenant Improvements.

Landlord will, at its sole cost and expense, complete the following Tenant-requested improvements no later than July 1, 2020:

- (a) Install four (4) new window treatments in the form of blinds in the dining room.
- (b) Apply window tint to all exterior windows in the dining room and on front, double doors.
- (c) Replace approximately 100 square feet of damaged VCT in dining room with new VCT.
- (d) Install stainless steel toilet seat cover dispensers in all stalls in men's and women's restrooms.
- (e) Replace all commodes in men's and women's restrooms with new, power-assisted ADA compliant commodes.
- (f) Replace all existing carpets.
- (g) Replace cove base in all areas receiving new carpet.
- (h) Paint all interior walls.
- (i) Move and reset furniture as needed to completed landlord's work (tenant will move all computer equipment).
- (j) All Tenant Improvements shall be completed during Senior Center after-hours or on weekends, unless as mutually agreed by the Parties in writing, prior to commencement.

6. 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 the Landlord's signature on this amendment.

Attachment I

7. Terms and Conditions.

All other terms, conditions, covenants and provisions of the Lease Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment of Lease Agreement.

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

~~Landlord:~~ **TENANT:**

City of San Antonio, a Texas municipal corporation

Signature

Name

Title

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

~~Tenant:~~ **LANDLORD:**

WP Presa, LLC, a limited liability company, as successor-in-ownership to CVC Properties, LLC



Signature



Name



Title



Date