

AN ORDINANCE 2006-02-09-0177

AUTHORIZING A THREE-YEAR LEASE RENEWAL EFFECTIVE MARCH 1, 2006, BY THE UNITED SERVICES ORGANIZATION COUNCIL OF METROPOLITAN SAN ANTONIO, TEXAS FOR RETAIL SPACE IN THE RIVERBEND PARKING GARAGE IN DISTRICT 1, WITH USO PAYING A SHARE OF CHILLED WATER COSTS AT A RATE OF \$626.64 PER MONTH AND ALL OTHER OPERATING COSTS

* * * * *

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

SECTION 1. The City Manager or her designee is hereby authorized and directed to execute and deliver on behalf of the City a renewal and extension of lease agreement with United Services Organization Council of Metropolitan San Antonio, Texas, in substantially for the form attached as **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth. The City Manager or her designee are further authorized and directed to take all other actions reasonably necessary or convenient to effect the transaction reflected in Exhibit A, including agreeing to such non-material changes to the terms thereof as are in the interests of the City.

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio for the City of San Antonio. The Director 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.

SECTION 3. This ordinance becomes effective February 19, 2006.

PASSED AND APPROVED this 9th day of February 2006.



M A Y O R

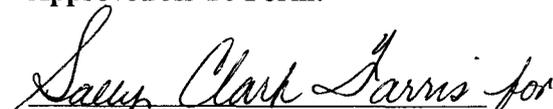
PHIL HARDBERGER

Attest:



City Clerk

Approved As To Form:



City Attorney *KS*

Exhibit A

**Renewal and Extension of Lease Agreement
(USO)**

This Renewal and Extension of Lease Agreement is entered into between Tenant and the City of San Antonio, a Texas Municipal Corporation, (Landlord), pursuant to the Ordinance Authorizing Renewal and Extension.

1. Identifying Information.

Tenant: United Services Organization Council of Metropolitan San Antonio, Texas, a Texas non-profit corporation

Tenant's Address: 420 E. Commerce, San Antonio, Texas 78205-2685

Lease: Lease Agreement dated December 30, 1988 between the City of San Antonio as Landlord and United Services Organization Council of Metropolitan San Antonio, Texas as Tenant and authorized by the Ordinance Authorizing Original Lease, running from March 1, 1989 through February 28, 1994

Ordinance Authorizing Original Lease (No. & Date): 68560, December 22, 1988

Ordinance Authorizing Renewal from 3/1/03 through 2/28/06 (No. & Date): 97807, June 19, 2003

Ordinance Authorizing Present Renewal (No. & Date):

Beginning of Present Renewal Term: March 1, 2006

Expiration of Present Renewal Term: February 28, 2009

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.

3. Renewal and Extension

The term of the lease is extended from the Beginning of the Renewal Term through and including the Expiration of the Renewal Term. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further extension. If, for whatever reason, the parties do not reach an agreement on a further extension by the Expiration of Renewal Term, then the Lease, as renewed and extended hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

4. Consideration.

The primary consideration to Landlord for Tenant's occupancy is the benefit Tenant accords to military personnel in the City of San Antonio. In exchange for occupying the Premises, Tenant pays Landlord only for chilled water and steam service. During the Renewal Term, that charge is \$626.64 a month. Tenant must contract for and pay all other utilities directly with the provider thereof.

5. 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 extension.

6. Same Terms and Conditions.

This renewal and extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this 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.

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

United Services Organization Council of Metropolitan San Antonio, Texas

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Address:

City of San Antonio
Attn: City Clerk
City Hall, 2nd Floor
P.O. Box 839966
San Antonio, Texas 78283-3966