

AN ORDINANCE 2006-01-05-41

**AUTHORIZING RENEWAL AND EXTENSION OF A LEASE AGREEMENT WITH VIA METROPOLITAN TRANSIT FOR A PERIOD OF TWO YEARS FOR THE USE OF 725 SQUARE FEET OF RETAIL/OFFICE SPACE AT THE HOUSTON STREET PARKING GARAGE LOCATED AT 260 E. HOUSTON STREET, FOR THE TERM JANUARY 1, 2006 TO DECEMBER 31, 2007, AT A STARTING ANNUAL RENTAL RATE OF \$18.00 PER SQUARE FOOT, PLUS ADDITIONAL FEES FOR THE TENANT'S PROPORTIONATE SHARE OF UTILITIES AND COMMON AREA MAINTENANCE.**

\* \* \* \* \*

**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 VIA Metropolitan Transit in substantially 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 and 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 deemed to be in the interests of the City.

**SECTION 2.** The proceeds of this Lease will be deposited into Fund 53004000, "Parking Revenue Fund," Internal Order 22300000043, "Mid City Parking Garage-VIA Info Center," and General Ledger Account 4401120, entitled "Property Usage-Parking Leases".

**SECTION 3.** 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 allocation 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.

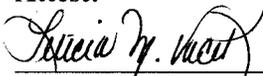
**SECTION 4.** This ordinance shall become effective January 15, 2006.

**PASSED AND APPROVED** this 5<sup>th</sup> day of January 2006.

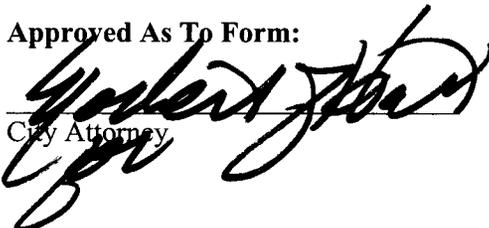


**PHIL HARDBERGER**

**Attest:**

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

**Approved As To Form:**

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

# Agenda Voting Results

**Name:** 28.

**Date:** 01/05/06

**Time:** 03:14:53 PM

**Vote Type:** Multiple selection

**Description:** An Ordinance authorizing the renewal of a lease agreement with VIA Metropolitan Transit for a period of two (2) years for the use of 725 square feet of retail/office space at the Houston Street Parking Garage located at 260 E. Houston Street, for the term January 1, 2006 to December 31, 2007, at a starting annual rental rate of \$18.00 per square foot, plus additional fees for the tenant's proportionate share of utilities and common area maintenance. [Presented by Rebecca Waldman, Director, Asset Management; Erik J. Walsh, Assistant to the City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

# Exhibit A

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## Renewal and Extension of Lease Agreement (VIA Information Center)

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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:** VIA Metropolitan Transit, a Texas metropolitan transit authority

**Tenant's Address:** 800 W. Myrtle St., San Antonio, Texas 78212

**Lease:** Lease Agreement between the City of San Antonio as Landlord and Via Metropolitan Transit as Tenant dated January 29, 2001, relating to premises at 260 E. Houston St., and authorized by the Ordinance Authorizing Original Lease.

**Ordinance Authorizing Original Lease (No. & Date):** 93056, December 14, 2000

**Ordinance Authorizing Prior Renewal (No. & Date):** 98755, January 29, 2004

**Ordinance Authorizing Present Renewal (No. & Date):**

**Beginning of Renewal Term** January 1, 2006

**Expiration of Renewal Term** December 31, 2007

### 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. Rent.

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the following rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent. Whether designated as Base Rent, Common Area Maintenance Charges, or Utilities, all such sums are "rent" for the purposes of determining the parties' rights and obligations under the Lease and under the law generally.

	Base Rent	
	Per Square Foot	Per Month
1 <sup>st</sup> Year	\$1.50	\$1,087.50
2 <sup>nd</sup> Year	\$1.55	\$1,123.75

Common Area Maintenance Charges		
	Per Square Foot	Per Month
1 <sup>st</sup> Year	\$0.06	\$43.50
2 <sup>nd</sup> Year	\$0.07	\$50.75
Utilities		
	Per Square Foot	Per Month
1 <sup>st</sup> Year	\$0.17	\$123.75
2 <sup>nd</sup> Year	\$0.19	\$137.75

**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

VIA Metropolitan Transit

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, 2<sup>nd</sup> Floor  
P.O. Box 839966  
San Antonio, Texas 78283-3966