

ORDINANCE

AUTHORIZING THE EXECUTION OF A FIVE-YEAR AGREEMENT WITH RIVERBEND GARAGE LLC FOR 2,056 SQUARE FEET OF STOREFRONT SPACE LOCATED AT 412 EAST COMMERCE STREET ON THE STREET LEVEL OF THE RIVERBEND GARAGE FOR USE AS THE CENTRO INFO CENTER IN COUNCIL DISTRICT 1 FOR THE ANNUAL RENTAL AMOUNT OF \$10,284.00.

* * * * *

WHEREAS, the Centro Info Center has operated from this facility for over 15 years and serves as a resource for persons in the downtown area to use the public restrooms or obtain information related to activities occurring in the region that may be of interest to tourists and travelers; and

WHEREAS, extending the lease for an additional five-years will allow the City to maintain the services offered and forego the cost of constructing public restrooms to replace those offered in this location.

NOW THEREFORE:

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

SECTION 1. The City Manager or designee the execution of a five-year agreement in form substantially similar to **Attachment I** with Riverbend Garage LLC for 2,056 square feet of storefront space located at 412 East Commerce Street on the street level of the Riverbend Garage, for use as the Centro Info Center in Council District 1, for the annual rental amount of \$10,284.00, plus reimbursement of operating expenses associated with the occupancy estimated to be \$16,440.00 annually, with the right to terminate at any time with 120 days' notice. Funding in the amount of \$22,270.00 for 10 months of the annual expenses is available from the General Fund FY 2024 Adopted budget.

SECTION 2. Funding in the amount of \$22,270.00 for this ordinance is available in Fund 11001000, Cost Center 1901010012 and General Ledger 5206010 as part of the Fiscal Year 2024 Adopted Budget approved by City Council.

SECTION 3. Additional funding is contingent upon City Council approval of the Fiscal Year 2025 and subsequent budgets that fall within the contract terms of this ordinance.

SECTION 4. Payment in the amount of \$82,200.00 is authorized to Riverbend Garage LLC and should be encumbered with a purchase order

SECTION 5. 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.

VS
4/7/2024
Item No. ____

SECTION 6: 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 7th day of March, 2024.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney

Attachment I

Extension of Lease (Centro Info Facility– 412 E. Commerce)

The lease agreement which commenced December 1, 2008 and has subsequently been renewed for a term that presently will expire November 30, 2023 and shall be referred herein as the "Lease". This extension of Lease ("Extension of Lease") is entered into between Landlord and Tenant amends the existing Lease as follows:

1. Identifying Information.

Original Authorizing Ordinance: 2008-09-11-0786

Authority to Extend the Lease to November 30, 2023 As per Article 1(h) of the original lease, Lease Term, the term was automatically extended for two additional 60-month terms

Ordinance Authorizing Extension of Lease 2023-

Tenant: City of San Antonio

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

Landlord: Riverbend Garage, L.L.C.

Landlord's Address: 421 W. Market Street, San Antonio, Texas 78205

Premises: The Premises remains 2,056 square feet as provided in Article 1(g) of the original Lease.

Extension of Lease Expiration Date: November 30, 2028

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this Lease Extension, have the meanings ascribed to them in the Lease. References to "Lease" in this agreement include the original Lease.

3. Term and Termination.

Article 1(h) of the Lease is amended to provide for three (3) additional 60-month terms referred to in the Lease as the "Option Term" with the third and final Option Term to terminate November 30, 2028. Tenant has previously exercised its first two Option Term(s) and upon the expiration of this Option Term shall have no further Option Term remaining. Tenant and Landlord shall each have the right to terminate this Lease at anytime during the Option Term by providing Landlord with 120 days prior written notice.

Attachment I

4. Grant.

Landlord leases the Premises to City, and City takes the Premises from Landlord on the terms and conditions of this Lease. During the option term, the Lease terms, covenants, and conditions remain the same as the Primary Term, including the Renewal Option terms as provided in Article 1 of the original Lease.

5. Rent.

As provided in Article 1 Sections (m), (n) and (o) of the Lease requiring Tenant's payment of specific expenses related to Landlord's operation of the Parking Facility shall remain the same with Landlord and Tenant agreeing the all payments required by Article VI Section 6.3, Article XIII Section 13.3 and Article XVIII Section 18.2 and any other sections of the Lease requiring Tenant to pay additional rent for any and all services provided by Landlord and currently assessed at \$1,370.00 per month are paid in full as of the date Landlord executes this agreement and Landlord agrees that \$1,370.00 is an accurate assessment of these charges through December 31, 2023 and provided Tenant continues to make this payment monthly through December 31, 2023 Landlord will not request any additional payment for these services. Commencing January 1, 2024, these charges related to Landlord's operation of the Parking Facility limited to the costs specifically provided for in Article I are subject to adjustment based on actual Article I specified costs incurred by Landlord to operate the Parking Facility of which Tenant's proportionate occupancy is confirmed to be 0.597%.

Effective December 1, 2023 and continuing through the remainder of the final Option Term Minimum Guaranteed Rental as provided in Article I Section (k) will be \$857.00 per month shall be paid in addition to the charges the Tenant is responsible to reimburse Landlord as detailed in Article I.

6. No Default.

Neither City nor Landlord 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 City's signature on this amendment.

7. Same Terms and Conditions.

Except as specifically set forth in this First Lease Renewal to Lease Agreement, all the terms and provisions of the original Lease shall remain unmodified and in full force and effect.

Signature Page Follows

VS
4/7/2024
Item No. ____

Attachment I

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: _____

Approved as to Form:

City Attorney

Landlord:
Riverbend Garage, L.L.C.

By: UGP-San Antonio Garages, LLC
By: Urban Growth Property 4 Limited
Partnership

By: UGPLP 4 General Partner, LLC
By: Urban Growth Property Trust

By: _____

Printed
Name: Andrew J. Ray

Title: VP

Date: 1/18/24