

**ORDINANCE**

**AUTHORIZING A SECOND RENEWAL AND AMENDMENT TO LEASE AGREEMENT WITH CATHOLIC LIFE INSURANCE FOR THE EXPANSION AND CONTINUED USE OF THE OFFICE SPACE LOCATED AT 1635 NE LOOP 410, FOR AN ADDITIONAL FIVE YEARS.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio has been a tenant at the subject location since November 2011 for use as the District 10 City Council Constituent Office and in an effort to better utilize and improve the efficiency of the existing office space, a five-year renewal and amendment to the lease agreement will serve to expand the size of the constituent office to a total of 1,245 square feet with the option to renew for an additional five-year term with 90 days' notice; and

**WHEREAS**, the prior lease term has expired and there is an immediate and continued need for the District 10 constituent office and this action will serve to ensure no interruption in the ability of Councilman Perry and his staff to conveniently meet with District 10 constituents to discuss issues important to the community; and

**NOW THEREFORE:**

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

**SECTION 1.** The City Manager or designee is hereby authorized to execute Second Renewal and Amendment to Lease Agreement with Catholic Life Insurance substantially in the form as shown in **Attachment I** for the expansion and continued use of the office space located at 1635 NE Loop 410 for an additional five years.

**SECTION 2.** Funding in the amount of \$8,424.00 for this ordinance is available in Fund 11001000, Cost Centers 110010001 and General Ledger 5206010 as part of the Fiscal Year 2022 Adopted Budget approved by City Council.

**SECTION 3.** Funding in the amount of \$28,304.00 for this ordinance is available in Fund 11001000, Cost Centers 110010001 and General Ledger 5206010 as part of the Fiscal Year 2022 Adopted Budget approved by City Council.

**SECTION 4.** Additional funding is contingent upon City Council approval of the Fiscal Year 2023 and subsequent budgets that fall within the contract terms of this ordinance.

**SECTION 5.** Payment is authorized to Catholic Life Insurance and should be encumbered with a purchase order.

**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

VS  
5/19/2022  
Item No. \_\_\_\_

Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**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 19<sup>th</sup> day of May, 2022.

**M A Y O R**  
**Ron Nirenberg**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Debbie Racca-Sittre, Acting City Clerk**

\_\_\_\_\_  
**Andrew Segovia, City Attorney**

## Attachment I

### Second Renewal and Amendment to Lease Agreement

(Council District 10 Office – Catholic Life Insurance Building)

This Second Renewal and Amendment (“Second Amendment”) is entered into between the landlord, Catholic Life Insurance, a Texas life insurance company (“Landlord”) and tenant, the City of San Antonio (“City”). The original lease agreement dated on or about November 11, 2011 and authorized by City of San Antonio ordinance 2011-10-20-0856, the First Renewal to Lease Agreement dated on or about December 9, 2016 and memorialized by City of San Antonio ordinance 2016-10-20-0813, and this Second Renewal and Amendment to Lease Agreement shall be collectively read and referred to as the “Lease”.

#### 1. Identifying Information, Definitions.

**Landlord:** Catholic Life Insurance, a Texas life insurance company

**Landlord’s Address:** 1635 N.E. Loop 410  
Suite 913  
San Antonio, Texas 78209

**Tenant:** City of San Antonio

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

**Commencement Date:** The first of the month following the issuance of the Landlord-obtained Certificate of Occupancy for the expanded leased premises (described in more detail below). The lease commencement date will be memorialized in the Lease Commencement Memorandum attached as **Exhibit B**.

**Lease Term:** Five years commencing on the Commencement Date with five-year renewal option as further detailed below in Section 2.

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

#### 2. Extension of Lease Term; Renewal Option

The Term of the Lease is hereby extended for an additional five years following the issuance of the Landlord-obtained Certificate of Occupancy for the expanded leased premises. Lease commencement shall be memorialized in a lease commencement letter substantially in the same form as the attached **Exhibit B**.

## Attachment I

Tenant may renew this Lease for an additional five-year term by giving Landlord at least 90 days prior written notice before expiration of the initial term of the Second Renewal and Amendment of Lease Agreement.

**3. Rent.** The Rent during the initial five-year term shall be:

Years 1-3: \$2,106.00 (\$20.30 SF annually)  
Years 4-5: \$2,178.75 (\$21.00 SF annually)

**4. Amendment, Premises.**

The amendment will add 212 SF to the existing Premises for a total Premises size of 1,245 SF as depicted on **Exhibit A**.

**5. Landlord's Work.**

No later than 60 days after City of San Antonio City Council approval of the Second Renewal and Extension of the Lease Agreement, Landlord must renovate Premises at its sole cost and expense to include:

- demolition of partition wall between existing Premises and expansion space;
- installation of metal frame and ceiling grid;
- demolition and rework of the existing electrical;
- fill-in with existing carpet (Landlord-supplied carpet);
- remove and relocate existing sink; and
- remove and reinstall millwork.

Time is of the essence and non-completion will be considered an event of default under the Lease.

Landlord must provide the City with documentation from Landlord's general contractor detailing costs of Landlord's Work, that Landlord's Work has been completed, and that Landlord's Work has been paid in full. Upon receipt of said required documentation, Tenant shall reimburse Landlord for Landlord's Work in a lump-sum not to exceed \$28,304.00 as part of the next monthly rental payment due to Landlord.

**6. Asbestos.**

Landlord shall deliver to Tenant an updated Asbestos Survey for the Premises and Building no later than the Commencement Date in accordance with the provisions of Section 6-293 of the San Antonio municipal code.

**7. No Default.**

Neither the 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 this Amendment.

**8. Same Terms and Conditions.**

This Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, the Lease remains a comprehensive statement of the

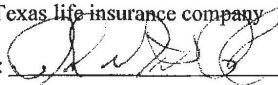
## Attachment I

rights and obligations of City and Landlord. City and Landlord 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 Amendment conflicts with the Lease, this Amendment controls.

### 9. 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.

Landlord	Tenant
<b>Catholic Life Insurance,</b> a Texas life insurance company	<b>City of San Antonio,</b> a Texas municipal corporation
By: 	By: _____
Printed Name: <u>JOSEPH M. ISAAC</u>	Printed Name: _____
Title: <u>PRESIDENT / C.E.O.</u>	Title: _____
Date: <u>3/23/22</u>	Date: _____

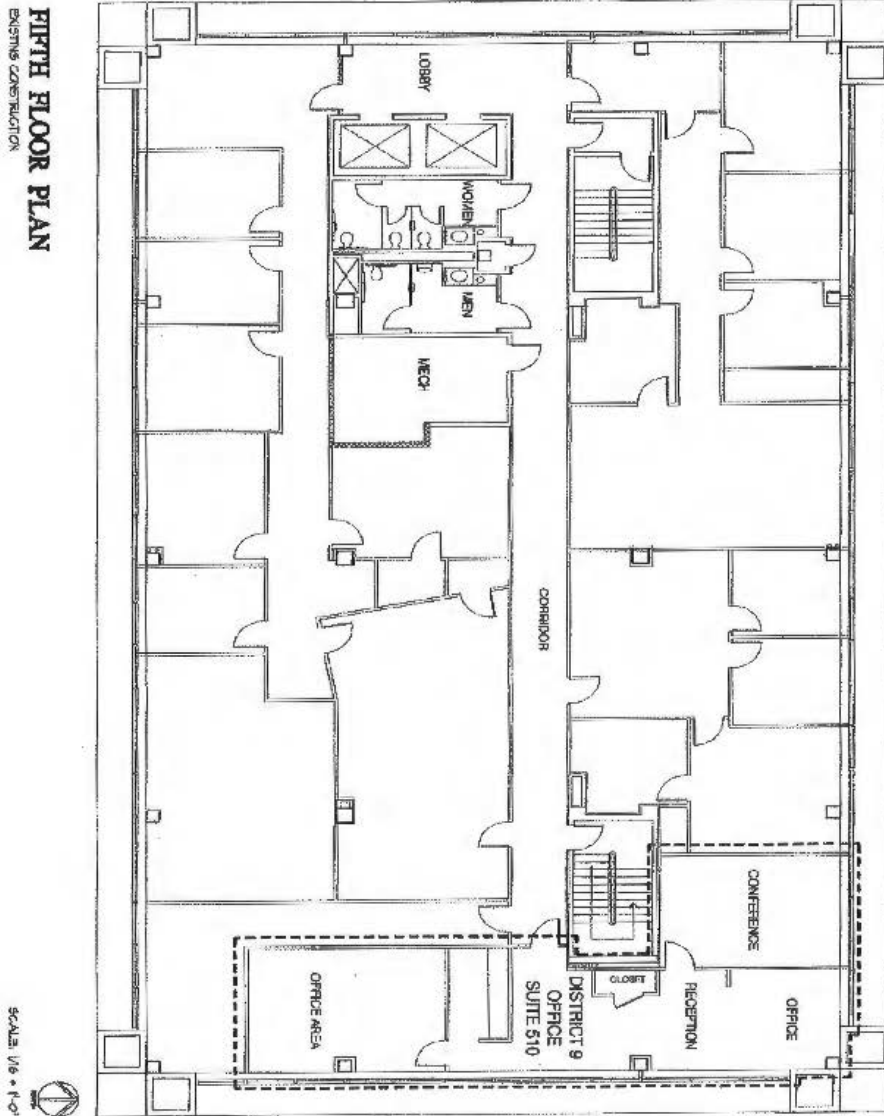
Approved as to Form:

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

# Attachment I

## Exhibit A

### Description of Premises



## Attachment I

### Exhibit B

---

#### Lease Commencement Memorandum

---

**Landlord:** Catholic Life Insurance, a Texas life insurance company

**Tenant:** City of San Antonio

**Lease:** Office Lease between Landlord and Tenant pertaining to approximately 1,245 SF of space located at 1635 N.E. Loop 410, Suite 604, San Antonio, Bexar County, Texas, and authorized by the Authorizing Ordinance

**Authorizing Ordinance:** \_\_\_\_\_

*Predicate Facts:*

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The Lease Term is to begin at issuance of a Certificate of Occupancy for the Premises.

For their mutual benefit, the parties now wish to memorialize the actual commencement date of the Lease's Term.

*Rights and Obligations:*

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Defined Terms.**

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

**2. Lease Commencement.**

The Lease Term commences \_\_\_\_\_.

**3. No Default.**

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.
- c. Neither party has any offset or claim against the other that would reduce or impair its obligations under

VS  
5/19/2022  
Item No. \_\_\_\_

## Attachment I

the Lease.

#### 4. Conflict of Terms.

This instrument controls over anything to the contrary in the Lease.

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

City of San Antonio, a Texas  
municipal corporation

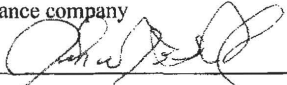
By: \_\_\_\_\_

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

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

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

Catholic Life Insurance, a Texas life  
insurance company

By: 

Printed  
Name: JOSEPH MICHAEL BELZ

Title: PRESIDENT / CEO.

Date: 5/13/22

Approved as to Form:

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