

**ORDINANCE**

**AUTHORIZING THE EXTENSION OF A LEASE AGREEMENT BETWEEN WC CULEBRA CROSSING SA, LP AND THE CITY OF SAN ANTONIO FOR THE CONTINUED USE OF APPROXIMATELY 1,520 SQUARE FEET OF OFFICE SPACE LOCATED AT 8373 CULEBRA RD., STE. 202 IN COUNCIL DISTRICT 6 FOR A FIVE-YEAR RENEWAL TERM COMMENCING NOVEMBER 1, 2021 AND EXPIRING OCTOBER 31, 2026.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio has been a tenant at this location since April 1, 2011 for use as the City Council District 6 Constituent Office; and

**WHEREAS**, the current lease term has expired and there is an immediate and continued need for the District 6 Constituent Office to ensure the continued, uninterrupted service to the District 6 constituents; and

**WHEREAS**, this action will be consistent with the City’s policy to provide a constituent office within each Council District for each Councilperson to conduct business and meet with their constituents; and

**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 an extension to a lease agreement substantially in the form as shown in **Attachment I** with WC Culebra Crossing SA, LP for the continued use of approximately 1,520 square feet of office space located at 8373 Culebra Rd., Ste. 202 in Council District 6 for a five-year renewal term commencing November 1, 2021 and expiring October 31, 2026 for the monthly rent of \$2,169.80 during the first year, escalating to \$2,301.53 during the 5th year, with the right to terminate the lease without cause with 60 days advance written notice.

**SECTION 2.** Under the terms of the extension of the lease, the monthly rent is as follows:

	TERM						MONTHLY RENT
November 1, 2021	thru	October 31, 2023				\$2,169.80	
November 1, 2023	thru	October 31, 2025				\$2,234.40	
November 1, 2025	thru	October 31, 2026				\$2,301.53	

Funding is available in the FY 2022 Mayor and Council General Fund Adopted Budget for the expenses associated with this lease renewal. Funding for subsequent fiscal years is subject to City Council approval of the annual budget and funds.

VS  
10/21/21  
Item No. \_\_\_\_

Funding in the amount of \$23,867.80 for this ordinance is available in Fund 11001000, Cost Center 0106010001 and General Ledger 5206010 as part of the Fiscal Year 2022 Adopted Budget approved by City Council. Additional funding is contingent upon City Council approval of the Fiscal Year 2023 budget and subsequent budgets that fall within the term length of this contract.

**SECTION 3:** Payment is authorized to WC Culebra Crossing SA, LP and should be encumbered with a purchase order.

**SECTION 4:** 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.

**SECTION 5:** 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 21st day of October, 2021.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## Attachment I

### **2<sup>nd</sup> Renewal, Amendment, and Extension of Lease Agreement** (Council District No. 6 – 8373 Culebra Rd.)

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This 2<sup>nd</sup> Renewal, Amendment, and Extension of Lease Agreement (“Amendment”) is entered into between Landlord and Tenant. The original Lease Agreement, subsequent Renewal, Amendment, and Extension of Lease Agreement, and this 2<sup>nd</sup> Renewal, Amendment, and Extension of Lease Agreement shall be collectively read and referred to as the “Lease”.

#### **1. Identifying Information, Definitions.**

**Ordinance Authorizing  
2nd Amendment:**

**Landlord:** WC Culebra Crossing SA, LP (as successor-in-interest to  
Ferdosh D. Nankani and Denise L. Dyck)

**Landlord’s Address:** 814 Lavaca Street, Austin, Texas 78701

**Tenant:** City of San Antonio, a Texas municipal corporation

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

**Original Lease:** Lease Agreement between Landlord and Tenant dated on or  
about March 25, 2011

**Ordinance Authorizing  
Original Lease:** 2011-02-17-0135

**Ordinance Authorizing  
Renewal, Amendment,  
and Extension of Lease  
Agreement:** 2016-08-04-0542

**Commencement Date of  
2<sup>nd</sup> Amendment:** November 1, 2021

**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.

**Lease Term:** 5 years

## Attachment I

### 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. References to "Lease" in this Amendment of Office Lease include the original Lease Agreement, subsequent Renewal, Amendment, and Extension of Lease Agreement, and this 2nd Renewal, Amendment, and Extension of Lease Agreement.

### 3. Renewal.

The Lease Term is 5-years, commencing on November 1, 2021 and expiring October 31, 2026.

### 4. Rent.

Effective as of the Commencement Date, Tenant shall pay to Landlord monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent, as follows:

November 1, 2021 thru October 31, 2023 = \$2,169.80

November 1, 2023 thru October 31, 2025 = \$2,234.40

November 1, 2025 thru October 31, 2026 = \$2,301.53

### 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 Amendment.

### 6. 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 rights and obligations of Landlord and Tenant. Landlord and Tenant 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. The remaining provisions of this Lease remain in full force and effect.

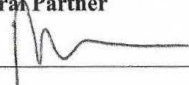
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**Attachment I**

**7. 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.

<b>Tenant</b>	<b>Landlord</b>
<b>City of San Antonio</b> , a Texas municipal corporation	<b>WC Culebra Crossing SA, LP</b>
By: _____	By: <b>WC Culebra Crossing SA GP, LLC, its General Partner</b>
Printed Name: _____	By: 
Title: _____	Printed Name: <u>Rosalie G. Keszler</u>
Date: _____	Title: <u>Authorized Signatory</u>
Attest: _____	Date: <u>9/8/2021</u>
_____ City Clerk	
Approved as to Form:	
_____ City Attorney	