

ORDINANCE 2022-05-05-0298

**AUTHORIZING EXTENSION OF A LEASE AGREEMENT BETWEEN
RIVER BEND GARAGE LLC AS LANDLORD THROUGH AUGUST 31,
2027 FOR USE BY THE SAN ANTONIO POLICE DEPARTMENT'S
(SAPD) BIKE PATROL UNIT.**

* * * * *

WHEREAS, the SAPD Bike Patrol Unit has been operating from this location since 2011, leasing 5,126 square feet of office/retail space located at the River Bend Garage; the lease has provided a convenient location in the center of downtown; and

WHEREAS, the existing lease has expired and per its terms can be extended; Bike Patrol is integral to the police presence in the Central Business District, and it is efficiently dispatched from this location, so renewal of the lease is in the best interest of the City; 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 a lease amendment with River Bend Garage, LLC to extend the term through August 31, 2027, in the form as shown in **Attachment I** with the landlord responsible for \$50,000.00 in improvements.

SECTION 2. The cost of occupancy for this facility throughout the remainder of the term is outlined below:

Monthly Rent through 8/31/24 will be \$9,030.81 Monthly Rent 9/1/24 – 8/31/27
will be \$9,250.43

The monthly rent includes costs associated with access to parking spaces within the River Bend Garage sufficient to accommodate 79 SAPD personnel. The lease extension also includes tenant improvements designed to suit the Bike Patrol's needs. Funding is available in the adopted FY2022 General Fund budget.

SECTION 3. Funding in the amount of \$108,369.72 for this Ordinance is available in Fund 11001000, Cost Centers 1703100001 and General Ledger 5206010 as part of the Fiscal Year 2022 Adopted Budget approved by City Council.


SECTION 4. Payment is authorized to River Bend Garage LLC and should be encumbered with a purchase order.

SECTION 5. 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 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 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 5th day of May, 2022.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:


Debbie Racca-Sittre, Interim City Clerk


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting May 5, 2022

8.

2022-05-05-0298

Ordinance approving a lease extension agreement with Riverbend Garage LLC for a 72-month period ending August 31, 2027, for a 5,126 square foot facility located at 412 East Commerce Street for the San Antonio Police Department's Bike Patrol Unit for the initial monthly rental amount of \$9,030.81. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]

Councilmember Viagran moved to Approve on the Consent Agenda. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Sandoval, Pelaez, Courage, Perry

VS
05/05/22
Item No. 8

ATTACHMENT I

Attachment I

First Lease Renewal (San Antonio Police Department– 416 E. Commerce)

WHEREAS, the City of San Antonio ("City"), as Tenant, and Riverbend Garage, L.L.C. ("Landlord"), as landlord, entered into that certain lease authorized by City ordinance 2010-09-02-0740 and dated on or about October 29, 2010 ("Lease") for approximately 5,126 rentable square feet for a term of one hundred twenty (120) months with three (3) optional renewal terms of seventy two (72) months; and

WHEREAS, the City as tenant has met its obligations as detailed in the original lease agreement authorized by the Original Authorizing Ordinance ("Lease"), and is not in default; and

WHEREAS, the City wishes to exercise the first of its three optional renewal terms;

NOW, THEREFORE, for good and valuable consideration, it is agreed by the City and Tenant, together referred to as the "Parties", as follows:

1. Identifying Information.

Original Authorizing Ordinance: 2010-09-02-0740

Ordinance Authorizing this Renewal

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: 315 E. Commerce, Suite 300
San Antonio, Texas 78216

Premises: As that is defined in the original Lease.

Renewal Term 72 months

Renewal Term Commencement Date: September 1, 2021

Renewal Term Expiration Date: August 31, 2027

Attachment I

2. Defined Terms.

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

3. Renewal and Extension.

The Term of this Lease shall be extended. The renewal term shall commence on September 1, 2021 for a 72-month term to expire on August 31, 2027.

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 Option Terms as below detailed in the Lease.

5. Option Terms.

No later than 90 days after the Renewal Term Commencement Date, Landlord shall be obligated, at Landlord's sole cost and expense, subject to reimbursement for any costs in excess of \$50,000 as provided below, to complete the improvements outlined in the attached Exhibit A. Prior to the commencement of the Exhibit A work, Landlord shall provide to City a detailed cost estimate outlining all of the expenditures Landlord anticipates to incur to complete the Exhibit A improvements. Costs are limited to actual expenditures to hire contractors to accomplish the Exhibit A improvements and do not include any costs incurred by Landlord to manage the execution for implementing the improvements. In the event the cost exceeds \$50,000, Landlord shall pass through the additional cost in the form of Rent commencing in the first full month occurring after the improvements have been completed. For instance, if the improvements are completed in December 2021, at a cost of \$61,000, then the rent due January 1, 2022 and continuing through the remainder of the Renewal Term will increase \$161.76 reflecting the amortization of \$11,000 in improvement cost. Notwithstanding any timely written notice Tenant provides to Landlord of its intent to renew this Lease, no renewal of this lease is effective unless approved by the City Council of the City of San Antonio.

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.

Attachment I

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 Lease shall remain unmodified and in full force and effect.

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

Tenant:
City of San Antonio,
a Texas municipal corporation

Landlord:
Riverbend Garage, L.L.C.

By: _____

By: Steve Gardner

Printed
Name: _____

Printed
Name: Steve Gardner

Signature: _____

Signature: _____

Date: _____

Date: 12-13-21

Attest:

City Clerk

Approved as to Form:

City Attorney

Attachment I

Exhibit A Floor Plan and Material List

The improvements outlined below shall be completed by Landlord in accordance with Section 5 of the First Lease Renewal. City reserves the right to amend the scope of the improvements at any time prior to Landlord's completion of the work detailed below.

Flooring:

- Replace all existing wood floor tiles within the space with the following material:
 - Brand: Saddle Brook
 - Color: Gravel Road
 - Material: Porcelain
- Clean and repair all the damaged concrete flooring, then seal with 3 coats of a sealant/wax product as recommended by the sealant manufacturer for this type of product.
- Weight Room will have rubber flooring installed:
 - Brand: American Floor Mats
 - Style: Extreme Rubber Gym Tiles
 - Color: Solid Black

Landlord responsible for removal of all materials, preparation of the underlaying floor surface to accept the new material and all other preparation and finish work typically associated with a floor removal and installation.

If recommended by the installer, any existing damaged or incompatible baseboard to be removed, the wall repaired as necessary and new rubber cove base to be installed in a color acceptable to Tenant.

Painting:

The entire premises is to be repainted including walls; drywall ceilings and trim as indicated below, two coats minimum in a color and finish to be selected by Tenant. Work includes all wall surfaces presently painted, including repair; tape, texture and float of any damaged drywall surfaces, all wooden based board that remains along with any painted casing and doors to be repainted. The exceptions are the following:

- Doors that are plastic laminate or stained wood to remain as is with landlord responsible for repair of any damaged surfaces only.
- Any metal door casing with factory finish present to be cleaned.
- Wall colors are to be reviewed and approved by the City of San Antonio prior to paint commencement.
- Paint Color: Perfect Landing, Creamy Mushroom, and colors acceptable to the City of San Antonio.

Wall:

- Refinish all vertical wood surfaces in the lobby.
- Repair and replace all waterproof surfaces surrounding the Bike Washing Station

Ceiling Tiles:

All damaged lay-in type ceiling tiles throughout the Premises replaced with the following material:

- Brand: Armstrong
- Material:

Attachment I

Window blinds:

Remove and replace all existing window blinds with the following material.

- Brand: Acceptable to the City of San Antonio
- Color: Acceptable to the City of San Antonio
- Material:

Landlord will be responsible for filling any holes, painting and/or other restoration of the window frame, mullion or trim caused by the removal of the old window coverings system.

Bathroom:

- Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process.
All grout and porous surfaces resealed with a professional grade sealant.

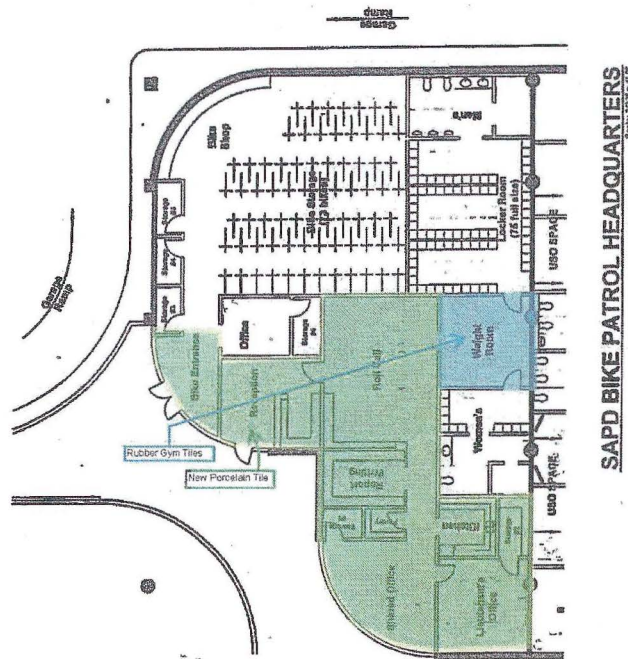
Water Fountain:

Remove and replace existing water fountain with the following:

Elkay LZS8WSSP Enhanced EZH2O Bottle Filling Station & Single ADA Cooler, Filtered 8 GPH
Stainless, 39.50 x 19.00 x 18.45 inches

Attachment I

EXHIBIT A



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