

**CITY OF SAN ANTONIO
DEPARTMENT OF ASSET MANAGEMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA
NO. **28**

TO: Mayor and City Council

FROM: Rebecca P. Waldman, Director of Asset Management

SUBJECT: Ordinance approving the renewal of the final two years of a lease agreement with VIA Metropolitan Transit for the use of retail/office space at the Houston Street Garage.

DATE: January 5, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance recognizes the execution of a lease renewal right by 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, commencing on January 1, 2006 and terminating on 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.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

VIA Metropolitan Transit relocated their Downtown Information Center to the Houston Street Parking Garage in December 2000, under a Lease Agreement for 725 square feet of retail/office space, which was approved by Ordinance 93056. The original Lease Agreement provided for an Initial Term of three (3) years with the right to renew the term for two (2) additional 2-year periods. This is the last renewal of that agreement, which will commence on January 1, 2006 and terminate on December 31, 2007. All renewals require mutual consent and are subject to approval by the City Council.

POLICY ANALYSIS

This ordinance is consistent with the City's policy to generate revenue through the leasing of City owned properties.

FISCAL IMPACT

The renewal has an annual rental rate of \$18 per square foot or \$13,050 for the first year and will increase to \$18.60 per square foot or \$13,485 for the second year, for a total contract value of \$26,535. The terms of this renewal are at market conditions for downtown street level space. Expenses for utilities and common area maintenance are recovered through additional billings to the tenant.

Although planned for 2006, revenues generated will be \$435 over-budget. All payments are deposited into the Parking Fund.

COORDINATION

This request for ordinance has been coordinated with the City Attorney's Office.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.



Rebecca P. Waldman

Director of Asset Management



Erik J. Walsh

Assistant to the City Manager

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Not Applicable

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

Not Applicable

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

Not Applicable

☐ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

Not Applicable

☐ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Not Applicable			

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

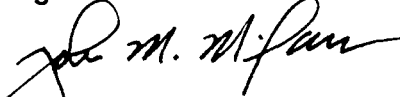
☐ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

Not Applicable

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Title: President/CEO

Company or D/B/A:
VIA Metropolitan
Transit

Date:

12/8/2005

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Renewal and Extension of Lease Agreement (VIA Information Center)

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 st Year	\$1.50	\$1,087.50
2 nd Year	\$1.55	\$1,123.75
Common Area Maintenance Charges		
	Per Square Foot	Per Month
1 st Year	\$0.06	\$43.50
2 nd Year	\$0.07	\$50.75
Utilities		
	Per Square Foot	Per Month
1 st Year	\$0.17	\$123.25
2 nd 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: _____

Printed
Name: _____

Title: _____

Date: _____

By: 

Printed
Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Address:

City of San Antonio
Attn: City Clerk
City Hall, 2nd Floor
P.O. Box 839966
San Antonio, Texas 78283-3966