

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

TO: Mayor and City Council

FROM: Shawn P. Eddy, Interim Director, Department of Asset Management

SUBJECT: Second Amendment to Lease Agreement with Riverview Tower Partners, Ltd. for the continued use of office space by the Litigation Section of the City Attorney's Office and Risk Management Division of the Human Resources Department, at 111 Soledad Street

DATE: June 29, 2006

SUMMARY AND RECOMMENDATIONS

An Ordinance approving the Second Amendment to Lease Agreement between Riverview Tower Partners, Ltd., a Texas Limited Partnership, as Landlord, and the City of San Antonio, as Tenant, for the City Attorney's Office and the Human Resources Department, as Tenant, for the continued rental of approximately 14,920 gross square feet of office space for a term of 2 years commencing July 1, 2006, at the annual rental rate of \$14.50 s.f., or \$18,028.34 per month, with the option to renew for two 2-year terms at the annual rental rate of \$15.00 s.f. for the first renewal term and \$15.50 s.f. for the second renewal term, in a building located at 111 Soledad Street, known as the Riverview Office Building, located in City Council District 1.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

Ordinance No. 95134 dated January 10, 2002 approved a Lease Agreement at Riverview Tower to provide office space for the City Attorney's Office & Human Resources for an initial term of 27 months. The lease contained a provision that offered the City three optional one-year renewal terms at predetermined rent rates. As such, City Council has previously authorized two renewals of the lease term extending the term through June 30, 2006. This item will serve to amend the original lease to extend the length of the 3rd renewal term from one year to two years and establish 2 additional 2-year renewal terms at set rental rates.

POLICY ANALYSIS

Approval of this ordinance is a continuation of City Council policy to support the office space needs of the Litigation Section of the City Attorney's Office and Risk Management Division of the Human Resources Department.

FISCAL IMPACT

Under the terms of the Second Amendment to Lease Agreement, the City will pay an annual rent rate of \$14.50 s.f. for 14,920 s.f. of office space, for a monthly rental amount of \$18,028.34 (\$216,339.96 annually) from July 1, 2006 through June 30, 2008. In addition, the City will be responsible for the reimbursement to Landlord of its pro-rata share of all operating expenses (maintenance, insurance charges, janitorial charges, utilities, and taxes) in excess of the actual base-year operating expenses, currently \$772.90 monthly. If exercised, the rental rates for the 1st and 2nd renewal terms respectively will be \$15.00 s.f. (\$18,650 monthly, \$223,800 annually) and \$15.50 s.f. (\$19,271.67 monthly, \$231,260.04 annually). The Department of Human Resources has sufficient funds in the FY 2007 budget for the lease expenses.

COORDINATION

This item has been coordinated with the City Attorney's Office and the Department of Human Resources.

SUPPLEMENTARY COMMENTS

The required Discretionary Contracts Disclosure form is attached.

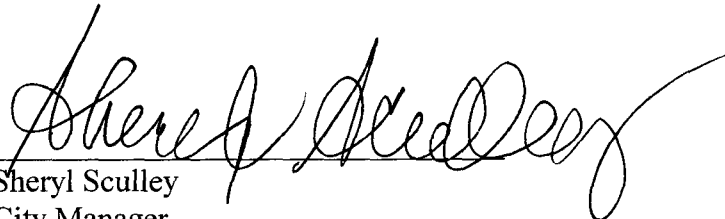


Shawn P. Eddy, Interim Director
Department of Asset Management



Erik J. Walsh
Assistant City Manager

Approved for Council Consideration



Sheryl Sculley
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 entity that is a party to the <u>discretionary contract</u> :
Riverview Tower Partners, Ltd.

(2) Identify any individual or business entity which is a partner, parent or subsidiary business of any individual or business entity identified above in Box (1):
<input checked="" type="checkbox"/> 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.
<input checked="" type="checkbox"/> 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.
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

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 firm, if any.

Contributions

Contributions of more than one hundred dollars (\$100) or more within the past twenty-four months by any person, firm, partnership, corporation, association, or other entity, including any member of City Council, any candidate for City Council, or any person, firm, partnership, corporation, association, or other entity who contributes to City Council elections, by any person, firm, partnership, corporation, association, or other entity must be disclosed under Box (1), (2), (3) or (4) of this form. Contributions must be disclosed by the entity listed in Box (1), (2) or (3):

Contributions made in contributions made list below:


Contributor Name	To Whom Made	Amount:	Date of Contribution:
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2. **Conflicts of Interest 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 entering into a discretionary contract 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:**

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 Date: 4/20/06

Company or D/B/A: John R. Brown & Associates, Inc.

Partners, Ltd.

For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of a judicial 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.