

AN ORDINANCE 2013 - 12 - 19 - 0911

RENEWING A LEASE FOR A ONE-YEAR TERM FROM SCHAFFER PROPERTIES FOR OFFICE SPACE AT 814 MCCULLOUGH AVENUE IN COUNCIL DISTRICT 1 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR AN ANNUAL AMOUNT OF \$97,200.00.

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument with Schaffer Properties, in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funding in the amount of \$81,000.00 for this ordinance is available for Fund 11001000, Cost Center 3616010003 and General Ledger 5206010, as part of the Fiscal Year 2014 Budget.


SECTION 3. Funding in the amount of \$16,200.00 for this ordinance as part of Fiscal Years 2015 is contingent upon City Council approval of the City's operating budget and the availability of funds.

SECTION 4. Payment not to exceed the budgeted amount is authorized to Schaffer Properties and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director 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 6. This Ordinance becomes effective 10 days after passage unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 19th day of December, 2013.


M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Robert F. Greenblum, City Attorney

Agenda Item:	20 (in consent vote: 6, 7, 8, 9, 10, 1010A, 1010B, 11, 13, 1313A, 1313B, 1313C, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 34, 36, 37)
Date:	12/19/2013
Time:	10:01:40 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of the Fourth Renewal and Extension of Lease Agreement with Schaffer Properties for the continued use by the San Antonio Metropolitan Health District for property located at 814 McCullough Avenue for a one-year term, effective December 1, 2013, at the annual rental amount of \$97,200.00. [Ben Gorzell, Chief Financial Officer; Jorge A. Perez, Director, Building and Equipment Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x				

ATTACHMENT I

**4th Renewal and Extension of Lease Agreement
(814 McCullough // Schaffer Properties)**

1. Identifying Information.

**Ordinance Authorizing 4th
Renewal and Extension:**

Landlord: Schaffer Properties

Landlord's Address: 9551 Sawyer Street, Los Angeles, California 90035

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvements Management
Services Department)

Lease: Lease of a building with 5,400 square feet of clinic and
office space at 814 McCullough in connection with the
San Antonio Metropolitan Health District's Tuberculosis
Control Project.

**Ordinance Authorizing
Original Lease:** No. 86339 passed on July 31, 1997

Original Term August 1, 1997 through July 31, 2002

**Ordinance Authorizing 1st
Renewal:** No. 96290 passed on September 5, 2002

1st Renewal Term: August 1, 2002 through July 31, 2007

**Ordinance Authorizing 2nd
Renewal:** 2007-08-09-0853 passes on August 9, 2007.

2nd Renewal Term: August 1, 2007 through July 31, 2009

**Ordinance Authorizing 3rd
Renewal:** 2009-11-19-0935

3rd Renewal Term: December 1, 2009 through November 30, 2013

4th Renewal Term: December 1, 2013 through November 30, 2014

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 for the 4th Renewal Term.

4. Termination

4.01 Tenant may terminate this agreement without cause at or any time after the 3rd month (90 days) with 60 days written notice to Landlord. Tenant must provide Landlord timely notice to terminate no later than December 30, 2013 in order to avoid termination penalty.

4.02 Tenant may terminate at other times by delivering 60 days written notice and paying the following early termination fees:

If tenant terminates at the expiration of the:

Months 1-3:	no penalty
Months 4 - 6:	\$15,000
Months 7 - 9:	\$10,000
Months 10 - 12:	\$5,000

5. Rent.

For the 4th Renewal Term, Tenant must pay to Landlord \$7,600 monthly plus real estate taxes and insurance as per the original lease agreement rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

6. 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.

7. 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 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.

8. 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.

Tenant:

Landlord:

City of San Antonio, a Texas municipal corporation

Schaffer Properties, a California general partnership

Signature

Howard Tamaroff, General Partner

Printed Name

Date

Title

Rita Goodman, General Partner

Date

Date

Approved as to Form:

City Attorney