

ORDINANCE

2021-05-20-0360

**AUTHORIZING EXECUTION OF A SECOND RENEWAL AND AMENDMENT OF A LEASE AGREEMENT WITH ELLA AUSTIN COMMUNITY CENTER AS TENANT FOR CONTINUED USE OF 4.2 ACRES OF LAND AREA AND ALL IMPROVEMENTS THEREON LOCATED AT 1023 NORTH PINE STREET FOR A TEN-YEAR TERM EXPIRING MAY 31, 2031 AT A RENTAL RATE OF \$50.00 FOR THE ENTIRE LEASE TERM IN COUNCIL DISTRICT 2.**

\* \* \* \* \*

**WHEREAS**, the Ella Austin Community Center ("EACC") is a non-profit organization serving the City of San Antonio's ("City") east side community by providing a wide array of human development services such as early childhood development, senior nutrition, youth and family services and income tax assistance; and

**WHEREAS**, the City has leased the property at 1023 North Pine Street to the EACC since January 1983; and

**WHEREAS**, the amendment and renewal of the lease agreement will serve to continue the City's support of the EACC's community-based mission by leasing the property for an additional ten-year term; **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 amendment and extension of the lease agreement substantially in the form as shown in **Attachment I** with EACC where EACC will continue to be responsible for all costs related to the maintenance of the property.

**SECTION 2.** Funds generated by this ordinance will be deposited in Fund 11001000, Internal Order 2380000000005, and General Ledger Account 4401110.

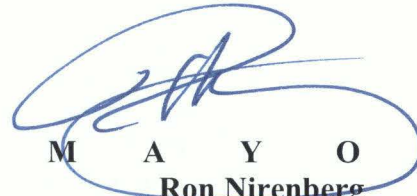
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** 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.


VS  
05/20/21  
Item No. 15

0080-05-20-1505


**PASSED AND APPROVED this 20<sup>th</sup> day of May, 2021.**

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Tina J. Flores, City Clerk

**APPROVED AS TO FORM:**

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



## City of San Antonio

### City Council

May 20, 2021

**Item: 15**

**File Number: 21-2969**

**Enactment Number:**

**2021-05-20-0360**

Ordinance approving the 2nd Renewal and Amendment to Lease Agreement between the City of San Antonio and Ella Austin Community Center for the facility located at 1023 North Pine Street for a term of ten years for a total rental rate of \$50.00. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]

Councilmember John Courage made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

**Aye:** 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,  
Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

VS  
05/20/21  
Item No. 15

## ATTACHMENT I

## Attachment I

### **2<sup>nd</sup> Renewal and Amendment to Lease Agreement**

(Ella Austin Community Center)

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This 1<sup>st</sup> Renewal and Amendment to Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing Renewal.

#### **1. Identifying Information.**

##### **Ordinance Authorizing 2<sup>nd</sup> Renewal:**

**Tenant:** Ella Austin Community Center

**Tenant's Address:** 1023 N. Pine Street, San Antonio, Texas 78202

**Lease:** Lease Agreement dated June 1, 2012, for Lots 1 through 18 Block 15, NCB 522, San Antonio, Bexar County, Texas 78202, consisting of approximately 183,184 square feet of real property, between Landlord and Tenant, and authorized by the Ordinance Authorizing Original Lease

**Ordinance Authorizing  
Original Lease:** 2012-05-03-0318

**Ordinance Authorizing 1<sup>st</sup>  
Renewal and Amendment:** 2017-10-9-0809

**Renewal Term:** Ten years

**Beginning of 2<sup>nd</sup> Renewal  
Term:** June 1, 2021

**Expiration of 2<sup>nd</sup> Renewal  
Term:** May 31, 2031

#### **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 and renewal include both the original Lease and all subsequent amendments to it.

#### **3. Renewal.**

The term of the lease is extended from the Beginning of the 2<sup>nd</sup> Renewal Term through and including the Expiration of 2<sup>nd</sup> Renewal Term. At the Expiration of 2<sup>nd</sup> Renewal Term, the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of 2<sup>nd</sup> Renewal Term.

#### **4. Rent.**

Rent for the entire Renewal Term is \$50.00 due to Landlord no later than June 1, 2021.



## **Attachment I**

### **5. Tenant Maintenance Reports.**

As part of its maintenance responsibilities, Tenant must submit written quarterly maintenance reports to the Director of the Human Services Department. The quarterly maintenance reports are due one month after the end of each quarter of the lease, no later than April 30, July 31, October 31, and January 31, respectively, in order to give Tenant sufficient time to compile each report. Quarterly maintenance report submissions begin on October 31, 2021 (which will cover the four month period from June 1, 2021 through September 30, 2021), and each subsequent quarterly period thereafter. Tenant has the initial discretion to format the maintenance report as desired subject to Landlord's approval; however, once approved by Landlord, this format shall be standard for all subsequent submissions. Each maintenance report must include, at a minimum, the type of maintenance, the date it was performed, the amount it cost, and who performed the service. Landlord reserves the right to require the inclusion of additional items in each maintenance report including, but not limited to:

- Pest Control Services as needed
- Fire Alarm Inspections as required
- Other required permit and or inspection fees as required
- Security and fire alarm monitoring
- HVAC preventative maintenance and repairs
- Garbage Disposal
- Landscape services
- Janitorial services /Cleaning Services including janitorial supplies
- Other Building Repairs (i.e. electrical, plumbing, graffiti removal, etc.)
- Salary of any maintenance staff

### **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.

### **7. Same Terms and Conditions.**

This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, 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.**

Tenant 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.

**Attachment I**

**Landlord**

City of San Antonio, a Texas municipal  
corporation

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**Tenant**

Ella Austin Community Center, a Texas  
non-profit corporation

Signature: 

Printed  
Name: Elizabeth Franklin

Title: Chief Executive Officer

Date: 4/7/2021