

AN ORDINANCE 2014-12-11-1016

AUTHORIZING LEASE RENEWAL AGREEMENTS FOR THE MARGARITA HUANTES LEARNING CENTER AND THE BOB AND JEANNE BILLA LEARNING CENTER WITH THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT FOR A TERM OF ONE YEAR UNTIL DECEMBER 31, 2015.

* * * * *

WHEREAS, adult education services have been provided at the Bob and Jeanne Billa and Margarita Huantes Learning Center facilities since a 1989 bond issuance led to construction of the facilities; and

WHEREAS, since January 1, 2014, the two City-owned centers have been leased to the San Antonio Independent School District (SAISD) for a base annual rent of \$1 for the term of January 1, 2014 to December 31, 2014; and

WHEREAS, adult education services provided by SAISD have continued uninterrupted as the City transitioned to leasing the facility; and

WHEREAS, SAISD and the City's Department of Human Services (DHS), in coordination with the Office of EastPoint and Real Estate Services, are currently in negotiations to sell both the Margarita Huantes Learning Center and the Bob and Jeanne Billa Learning Center to SAISD for continued use as an adult education center; and

WHEREAS, DHS is anticipating the final sales contract of the two properties to be considered by City Council for approval in the Summer of 2015; and

WHEREAS, this proposed lease extension will allow for the sale of the centers to be completed within the lease term; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Department of Human Services, or her designee is hereby authorized to execute lease renewal agreements for the Margarita Huantes Learning Center and the Bob and Jeanne Billa Learning Center with the San Antonio Independent School District for a term of one year until December 31, 2015. A copy of the lease renewal agreements, in substantially final form, are attached hereto and incorporated herein for all purposes as **Attachment I** and **II**, respectively.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 238000000085 and General Ledger 4401110.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of December, 2014.



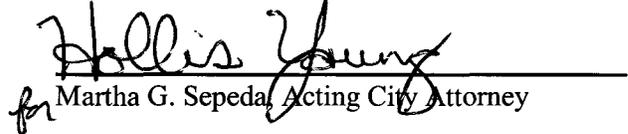
M A Y O R
Ivy R. Taylor

ATTEST:



Deticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Martha G. Sepeda, Acting City Attorney

Agenda Item:	19 (in consent vote: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20A, 20B, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 41)						
Date:	12/11/2014						
Time:	02:45:24 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing lease renewal agreements for the Margarita Huantes Learning Center and the Bob and Jeanne Billa Learning Center with San Antonio Independent School District for a term of one year until December 31, 2015. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Human Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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				
Michael Gallagher	District 10		x			x	

Renewal of Lease Agreement

(San Antonio Independent School District Lease for Margarita R. Huantes Learning & Leadership Center)

This Renewal of Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

**Ordinance Authorizing
Renewal:**

Tenant: San Antonio Independent School District

Tenant's Address: 141 Lavaca Street, San Antonio, Texas 78210-1095

Lease: Lease Agreement, dated April 2, 2014, between the City of San Antonio as lessor and San Antonio Independent School District, as lessee, for the operation and maintenance of an adult education / learning center at 1411 Guadalupe St., San Antonio, Bexar County, Texas, 78207, commonly referred to as the Margarita R. Huantes Learning & Leadership Center. Adult education is defined as instruction in GED preparation, Adult Basic Education (ABE) and English as a Second Language (ESL).

**Ordinance Authorizing
Original Lease:** 2014-01-30-0054

Beginning of Renewal Term January 1, 2015

Expiration of Renewal Term December 31, 2015

Renewal Term Rent: \$1.00

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.

The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

Rent

4.01. The Renewal Term Rent is as stated above.

Time and Manner of Payment

4.02. Tenant must pay rent to Landlord in advance on the first day of the Renewal Term. Payments must be in lawful money of the United States to the Address for Rent Payment, unless Landlord notifies Tenant to make payment to some other address.

Interest on Delinquent Payments.

4.03. Rent installments unpaid for 30 days bear interest at the maximum rate per annum allowed by law until paid, beginning on the day after each such installment was due.

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.

6. 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 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.

7. 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.

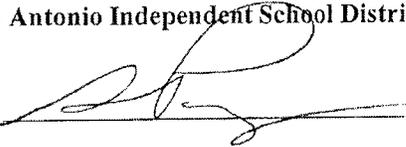
Landlord

Tenant

City of San Antonio, a Texas municipal corporation

San Antonio Independent School District

By: _____
Melody Woosley, Director
Department of Human Services

By: 

Printed Name: Sylvester Perez

Date: _____

Title: superintendent

Date: 10/23/14

Approved as to Form:

for Shreya Shah
City Attorney

Renewal of Lease Agreement

(San Antonio Independent School District Lease for Bob & Jeanne Billa Learning & Leadership Center)

This Renewal of Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

**Ordinance Authorizing
Renewal:**

Tenant: San Antonio Independent School District

Tenant's Address: 141 Lavaca Street, San Antonio, Texas 78210-1095

Lease: Lease Agreement, dated April 2, 2014, between the City of San Antonio as lessor and San Antonio Independent School District, as lessee, for the operation and maintenance of an adult education / learning center at 1033 Ada St., San Antonio, Bexar County, Texas, 78223, commonly referred to as the Bob & Jeanne Billa Learning & Leadership Center. Adult education is defined as instruction in GED preparation, Adult Basic Education (ABE) and English as a Second Language (ESL).

**Ordinance Authorizing
Original Lease:** 2014-01-30-0054

Beginning of Renewal Term January 1, 2015

Expiration of Renewal Term December 31, 2015

Renewal Term Rent: \$1.00

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.

The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

Rent

4.01. The Renewal Term Rent is as stated above.

Time and Manner of Payment

4.02. Tenant must pay rent to Landlord in advance on the first day of the Renewal Term. Payments must be in lawful money of the United States to the Address for Rent Payment, unless Landlord notifies Tenant to make payment to some other address.

Interest on Delinquent Payments.

4.03. Rent installments unpaid for 30 days bear interest at the maximum rate per annum allowed by law until paid, beginning on the day after each such installment was due.

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.

6. 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 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.

7. 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.

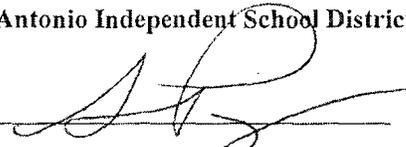
Landlord

Tenant

City of San Antonio, a Texas municipal corporation

San Antonio Independent School District

By: _____
Melody Woosley, Director
Department of Human Services

By:  _____

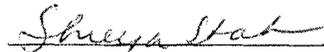
Printed Name: Sylvester Perez

Date: _____

Title: Superintendent

Date: 10/23/14

Approved as to Form:


for _____
City Attorney