

AN ORDINANCE 2012-01-19-0028

AUTHORIZING NEGOTIATION AND EXECUTION OF AN AMENDMENT TO AN EXISTING LEASE WITH BROOKS DEVELOPMENT AUTHORITY TO EXTEND THE USE OF THE EXISTING ANIMAL CARE SERVICES KENNELS LOCATED AT 2614 ENOS STREET IN COUNCIL DISTRICT 3 FOR AN ADDITIONAL 16 MONTHS.

* * * * *

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 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 ancillary documents and instruments conducive to effectuating the transaction.

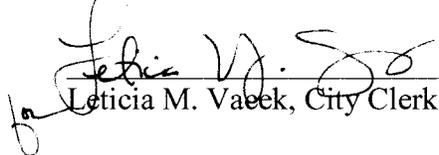
SECTION 2. The RFCA system says that no fiscal ordinance language is required for this item.

SECTION 3. 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.

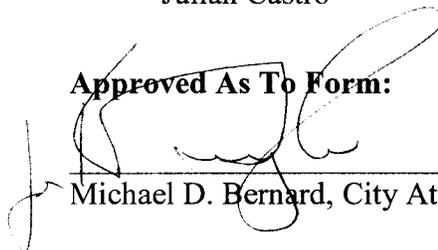
PASSED AND APPROVED this 19th day of January 2012.

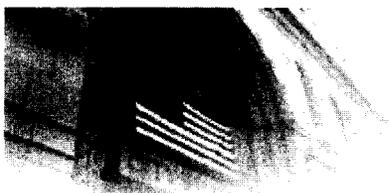

M A Y O R
Julián Castro

Attest:


Leticia M. Vaack, City Clerk

Approved As To Form:


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 13

Name:	8, 9, 11, 13, 14, 15A, 16, 18, 19, 20, 21, 22A, 22B, 22C, 22D, 22E, 22F						
Date:	01/19/2012						
Time:	11:32:07 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance to authorize the negotiation and execution of an amendment to an existing lease with Brooks Development Authority to extend the use of the existing Animal Care Services kennels located at 2614 Enos Street in Council District 3 for an additional 16 months. [Ben Gorzell, Chief Financial Officer; Jorge 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				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

Attachment I

2nd Amendment to Lease Agreement
(Brooks Development Authority/SAPD and ACS)

This 1st Amendment to Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

**Authorizing
Ordinance:**

Landlord: Brooks Development Authority, a Texas Defense Base
Development Authority

Landlord's Address: 1 B.D.A. Crossing, Suite 100, San Antonio, Texas 78235

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Lease: Lease Agreement between Brooks Development Authority
and the City of San Antonio dated January 30, 2009,
pertaining to Building 1004 and approximately 5 acres of
land area and improvements located thereon located at 2614
Enos Street, Brooks City-Base, San Antonio, Bexar County,
Texas 78235 and authorized by the Ordinance Authorizing
Original Lease

**Ordinance
Authorizing Original
Lease:** 2009-01-15-0019

1st Amendment: 1st Amendment to Lease Agreement (Brooks Development
Authority/SAPD and ACS) authorized by the Ordinance
Authorizing 1st Amendment

**Ordinance
Authorizing 1st
Amendment:** 2010-05-13-0425

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous amendments to it.

3. Extension of Temporary Use.

Tenant's right to use the Premises for housing stray dogs in the custody of the Animal Care Service Department is extended from September 30, 2012 until January 31, 2014.

4. 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 the date of Landlord's signature on this amendment.

5. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

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6. 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.

In Witness Whereof, **the parties have caused their representatives to set their hands.**

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Brooks Development Authority, a Texas Defense Base Development Authority

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney