

AN ORDINANCE

2009-11-19-0935

RENEWING A LEASE FOR A FOUR-YEAR TERM FROM SCHAFFER PROPERTIES FOR OFFICE SPACE AT 814 MCCULLOUGH AVENUE IN COUNCIL DISTRICT 1 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR A MONTHLY RENTAL RATE OF \$5,160.00 FOR THE FIRST YEAR AND INCREASING TO \$5,625.00 FOR THE FOURTH YEAR.

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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.

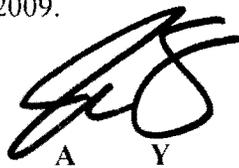
SECTION 2. Funding in the amount of \$51,600.00 for this Ordinance is available in Fund 11001000, Cost Center 3603070001, General Ledger 5206010, as part of the FY 2010 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Schaffer Properties and should be encumbered with a purchase order.

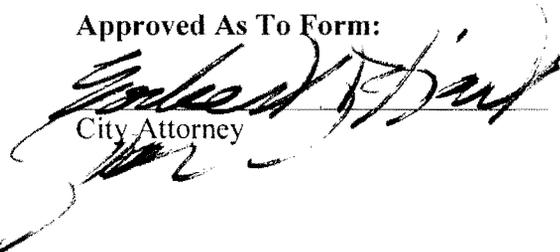
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. 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 November 2009.


M A Y O R

Attest: 
City Clerk

Approved As To Form: 
City Attorney

Agenda Item:	26 (in consent vote: 6, 7, 8, 9, 10, 12, 13, 15, 16A, 16B, 16D, 17A, 17B, 17D, 18B, 19A, 20A, 20B, 20C, 20D, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33A, 33B, 33C, 33D, 33E, 33F, 34A, 34B)						
Date:	11/19/2009						
Time:	01:19:13 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance renewing a lease for a four-year term from Schaffer Properties for office space at 814 McCullough Avenue in Council District 1 for the San Antonio Metropolitan Health District for a monthly rental rate of \$5,160.00 for the first year and increasing to \$5,625.00 for the fourth year. [Penny Postoak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2	x					
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8	x					
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				x

Attachment I

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

P.O. Box 839966, San Antonio, Texas 78283-3966

Tenant's Address: (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

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

3rd Renewal Term: August 1, 2009 through July 31, 2013

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 3rd Renewal Term.

4. Tenant Improvements

Landlord will provide improvements to the Premises as described on Exhibit A (“Improvements”).

5. Termination

Beginning July 31, 2011, Tenant may terminate this agreement without cause on six months’ written notice. Should Tenant terminate this lease prior to expiration of the 3rd Renewal Term, Tenant will compensate Landlord with payment of \$150 per month remaining in the 3rd Renewal Term as well payment for any “Additional Expenses” as defined below.

6. Rent.

For the 3rd Renewal Term, Tenant must pay to Landlord the following rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent. Further, any expenditures by Landlord in excess of \$6,050 on the Improvements (“Additional Expenditures”) will be divided by the number of months remaining in the 3rd Renewal Term and added to Tenant’s monthly rent payments to Landlord. In no event shall Tenant be responsible for more than \$5,000 of Additional Expenditures.

Rent Per Month	
August 1, 2009 through July 31, 2010	\$5,160
August 1, 2010 through July 31, 2011	\$5,400
August 1, 2011 through July 31, 2012	\$5,400
August 1, 2012 through July 31, 2013	\$5,625

7. 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.

8. 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.

9. 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:

City of San Antonio, a Texas municipal corporation

Signature

Printed Name

Title

Date

Approved as to Form:

City Attorney

Landlord:

Schaffer Properties, a California general partnership

Howard Tamaroff, General Partner

Date

Rita Goodman, General Partner

Date

EXHIBIT A

Landlord will provide the following "Improvements" to the Premises to Tenant's satisfaction:

1. Repair of sheetrock cracks within the Premises and repainting as necessary;
2. installation of electrical wiring and outlets;
3. installation of a new drop ceiling;
4. re-direction of air conditioning supply lines;
5. patching of the floor where a wall is removed;

