

AN ORDINANCE      2011-03-03-0167

**AUTHORIZING THE THIRD RENEWAL AND EXTENSION OF LEASE AGREEMENT FROM GOODWILL INDUSTRIES OF SAN ANTONIO FOR THE CONTINUED USE OF APPROXIMATELY 400 SQUARE FEET OF CLINIC SPACE TO PROVIDE IMMUNIZATIONS AND PREVENTIVE HEALTH SERVICES BY THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT IN THE GOODWILL RETAIL STORE LOCATED AT 727 NORTHWEST LOOP 410 IN COUNCIL DISTRICT 9, FOR THE CONTINUED MONTHLY RENTAL RATE OF \$320.00 DURING THE ONE-YEAR RENEWAL TERM, COMMENCING MARCH 1, 2011 AND EXPIRING FEBRUARY 28, 2012.**

\* \* \* \* \*

**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 all ancillary instruments and agreements conducive to effectuating the transaction.

**SECTION 2.** Funding in the amount of \$2,240.00 for this ordinance is available in Fund 11001000, Cost Center 3603050001, General Ledger 5206010, as part of the Fiscal Year 2011 Budget.

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

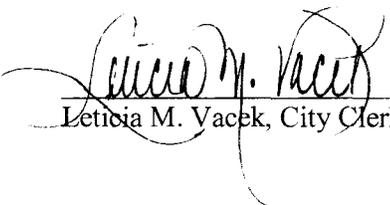
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, 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.

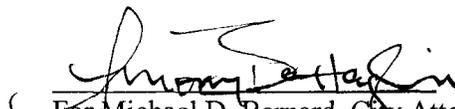
**PASSED AND APPROVED** this 3<sup>rd</sup> day of March 2011.

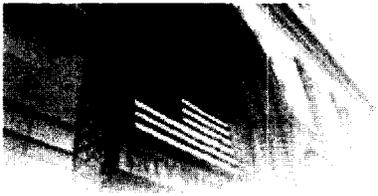
  
M A Y O R  
Julián Castro

**Attest:**

  
Leticia M. Vacek, City Clerk

**Approved As To Form:**

  
For Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**

City of San Antonio



## Agenda Voting Results - 20

<b>Name:</b>	6, 7, 8, 10, 11, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 27, 28, 29, 30, 31						
<b>Date:</b>	03/03/2011						
<b>Time:</b>	03:14:19 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the third Renewal and Extension of Lease Agreement from Goodwill Industries of San Antonio for the continued use of clinic space to provide immunizations and preventive health services by the San Antonio Metropolitan Health District in the Goodwill retail store located at 727 Northwest Loop 410 in Council District 9, for the continued monthly rental rate of \$320.00 during the one-year renewal term, commencing March 1, 2011 and expiring February 28, 2012. [Peter Zaroni, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				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				

**Attachment I**

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**3<sup>rd</sup> Renewal and Extension of Lease Agreement**  
(Goodwill Industries/Health Department)

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**1. Identifying Information.**

**Ordinance Authorizing  
Renewal & Extension:**

**Landlord:** Goodwill Industries of San Antonio

**Landlord's Address:** 406 W. Commerce, San Antonio, Texas 78207 (Attention:  
Robert P. Dugas, President)

**Tenant:** City of San Antonio

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

**Lease:** Lease agreement between Landlord and Tenant pertaining to  
approximately 400 square feet of rentable space in the building  
located at 727 Northwest Loop 410 and authorized by the  
Ordinance Authorizing Original Lease

**Ordinance Authorizing  
Original Lease:** 2006-12-14-1390

**Ordinance Authorizing 1<sup>st</sup>  
Renewal:** 2008-02-21-0136

**Ordinance Authorizing 2<sup>nd</sup>  
Renewal:** 2009-02-19-0136

**Beginning of 3<sup>rd</sup> Renewal  
Term** March 1, 2011

**Expiration of 3<sup>rd</sup> Renewal  
Term** February 28, 2012

**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 from the Beginning of 3<sup>rd</sup> Renewal Term through and including the Expiration of 3<sup>rd</sup> Renewal Term.

**4. Rent.**

The monthly rent for Renewal Term is the same as the monthly rent for the original term. From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay Landlord rent at the place, at the intervals, and in the manner described in the Lease.

**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 and extension.

**6. 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.

**7. 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.**

**Tenant**

**Landlord**

**City of San Antonio**, a Texas municipal corporation

**Goodwill Industries of San Antonio**

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

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

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

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

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

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

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

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

Approved as to Form:

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