

AN ORDINANCE 2010-11-18-0997

**ACCEPTING A \$400,000 DONATION FROM GLAZER'S WHOLESALE DRUG COMPANY, INC.; AND APPROVING A \$400,000 DONATION AGREEMENT WITH GLAZER'S FOR OPERATIONAL SUPPORT OF SAN ANTONIO FOR GROWTH ON THE EASTSIDE.**

\* \* \* \* \*

**WHEREAS**, Glazer's Wholesale Drug Company, Inc. ("Glazer's") is donating \$400,000.00 to the City for the benefit of San Antonio for Growth on the Eastside ("SAGE") for its operational support of Eastside initiatives; and

**WHEREAS**, a Donation Agreement with the City and Glazer's, included as Attachment I, outlines the disbursement and use of funds for the support of SAGE over a three-year period; and

**WHEREAS**, a funding agreement between SAGE and the City will also define how SAGE may use the funds donated by Glazer's; **NOW THEREFORE:**

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

**SECTION 1.** The City Council accepts a donation, in the amount of \$400,000 over a three-year period, from Glazer's Wholesale Drug Company, Inc. for the benefit of San Antonio for Growth on the Eastside.

**SECTION 2.** City Council also approves the Donation Agreement with Glazer's Wholesale Drug Company, Inc. governing the disbursement and use of funds donated in the amount of \$400,000 over a three-year period for operationAL support of San Antonio for Growth on the Eastside.

**SECTION 3.** Funds generated by this Ordinance in the amount up to \$400,000.00 will be deposited in a Special Revenue Fund to be used or created. The amount up to \$400,000.00 is authorized to be appropriated in this Special Revenue Fund with cost center and general ledger to be determined once the fund is identified.

**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.

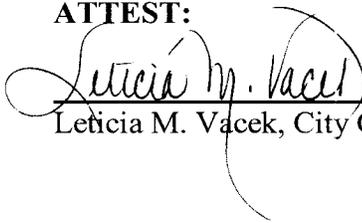
**SECTION 5.** This Ordinance shall be effective immediately upon the receipt of at least eight affirmative votes; in the event that less than eight (8) affirmative votes are received, then this Ordinance shall be effective on the tenth (10th) day after passage.

PASSED AND APPROVED this 18<sup>th</sup> day of November, 2010.



M A Y O R  
Julián Castro

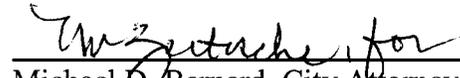
**ATTEST:**



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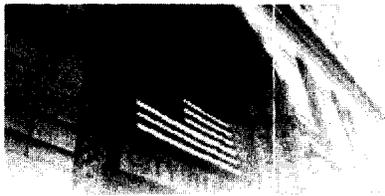
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



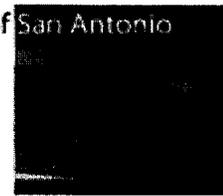
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Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**

City of San Antonio



## Agenda Voting Results - 27B

<b>Name:</b>	5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17A, 17B, 17C, 17D, 17E, 17F, 19, 21, 22, 23, 24, 25, 26A, 26B, 27A, 27B, 27C, 28, 29, 31						
<b>Date:</b>	11/18/2010						
<b>Time:</b>	09:31:09 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting a \$400,000.00 donation from Glazer's Wholesale Drug Company; and approving a \$400,000.00 Donation Agreement with Glazer's for operations support of SAGE.						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			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**

STATE OF TEXAS       §  
  §                   DONATION AGREEMENT  
COUNTY OF BEXAR   §

This AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“CITY”), acting by and through its City Manager or designee, pursuant to Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, 2010, and Glazer’s Wholesale Drug Company, Inc. d/b/a Glazer’s Distributors (“GLAZER’s”), a Texas Corporation, acting by and through its Vice President, Mr. Jack Westenberg, (collectively the “Parties”).

**WHEREAS**, GLAZER’s plans to construct a state-of-the-art, LEED-certified facility at the Southwest Business and Technology Park located on the southeast corner of State Highway 151 and S. Callaghan Road (the “Property”); and

**WHEREAS**, GLAZER’s plans to invest \$26 million in the Property and create 100 jobs at the Property, which is located within the Inner City Reinvestment/Infill Policy (ICRIP) Target Area; and

**WHEREAS**, it is the intent of the Parties that CITY and GLAZER’s shall enter into a 10-year tax abatement agreement on the Property, that CITY shall nominate GLAZER’s for designation as a State Enterprise Project, that GLAZER’s shall purchase the Property at the discounted rate of \$0.98/square foot and that CITY shall provide other economic incentives, such as CITY development and SAWS Impact Fee waivers and payment of the storm water fee up to the amount of \$105,000.00; and

**WHEREAS**, in return for these incentives, GLAZER’s agrees to cooperate with CITY in developing an exit strategy from its current Eastside location and GLAZER’s agrees to make the contribution set forth in this Donation Agreement (“Agreement”); **NOW THEREFORE**

For and in consideration of the following mutual promises and obligations, the Parties agree as follows:

1. GLAZER’s shall donate to CITY for the benefit of San Antonio for Growth on the Eastside (“SAGE”) the following amounts: (a) one hundred thirty three thousand three hundred thirty three dollars and thirty three cents (\$133,333.33) on or before the 1<sup>st</sup> day of April, 2011; (b) one hundred thirty three thousand three hundred thirty three dollars and thirty three cents (\$133,333.33) on or before the 1<sup>st</sup> day of April, 2012; and (c) one hundred thirty three thousand three hundred thirty three dollars and thirty four cents (\$133,333.34) on or before the 1<sup>st</sup> day of April, 2013.
2. CITY shall serve as the fiscal agent for SAGE for the funds provided for in Paragraph 1 and shall only use and provide this funding to reimburse SAGE operating costs to support CITY’S Eastside revitalization efforts.
3. GLAZER’s represents, warrants, assures, and guarantees that it possesses the legal authority to enter into this Agreement and to perform the responsibilities required under this Agreement. The signer of this Agreement for GLAZER’S represents, warrants, assures, and guarantees that he or she has full legal authority to execute this Agreement on behalf of GLAZER’s and to bind GLAZER’s to all terms, performances and provisions of this Agreement.

4. All alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing executed by both CITY and GLAZER's, and subject to the approval of the City Council of the City of San Antonio, when such approval is required.

5. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, City Code or City ordinances, then, and in that event, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

6. No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

7. No act or omission of a Party shall in any manner impair or prejudice any right, power, privilege or remedy available to such Party hereunder or by law or in equity, such rights, powers, privileges, or remedies are specifically preserved by this Agreement.

8. This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless this Agreement is amended as required in Paragraph 4.

9. In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, CITY shall use reasonable rules of construction, but shall have the final authority to render or secure an interpretation.

10. For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

GLAZER'S:

Pat DiGiovanni, Deputy City Manager  
100 Military Plaza  
San Antonio, Texas 78205

Jack Westenberg, Vice President  
14911 Quorum Drive, Suite 400  
Dallas, Texas 75254

with a copy to:

Alan N. Greenspan  
Executive Vice President & General Counsel  
14911 Quorum Drive, Suite 400  
Dallas, Texas 75254

11. GLAZER's covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY and that the doctrine of *respondeat superior* shall not apply as between CITY and GLAZER's, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between CITY and GLAZER's.

12. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

13. This Agreement shall commence upon final execution and expire sixty (60) days after full compliance by GLAZER's with Paragraph 1.

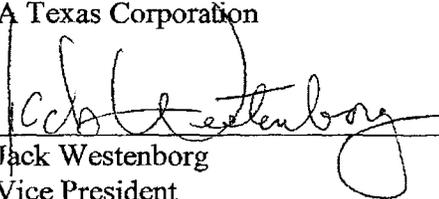
14. This Agreement shall automatically terminate in the event of termination of the tax abatement agreement between the Parties concerning the Property.

EXECUTED in duplicate originals this \_\_\_\_ day of \_\_\_\_\_ 2010.

**CITY OF SAN ANTONIO**  
A Texas Municipal Corporation

**GLAZER'S WHOLESALE DRUG COMPANY, INC.**  
d/b/a **GLAZER'S DISTRIBUTORS**  
A Texas Corporation

\_\_\_\_\_  
Pat DiGiovanni  
Deputy City Manager

  
\_\_\_\_\_  
Jack Westenborg  
Vice President

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leticia Vacek  
City Clerk

\_\_\_\_\_  
Leslie O. Haby  
Assistant City Attorney