

AN ORDINANCE 2010-05-13-0425

AUTHORIZING AN AMENDMENT TO AN EXISTING LEASE FROM BROOKS DEVELOPMENT AUTHORITY FOR KENNEL SPACE TO SHELTER ANIMALS FOR ANIMAL CARE SERVICES AT 2614 ENOS STREET WITHIN THE BROOKS CITY-BASE DEVELOPMENT IN COUNCIL DISTRICT 3, AND AUTHORIZING FUNDING IN AN AMOUNT OF \$125,000.00 TO REPAIR KENNEL FACILITIES.

* * * * *

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

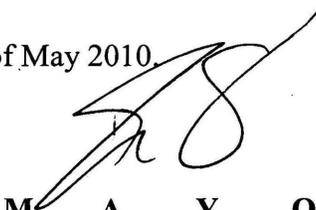
SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument in substantially the form attached as Attachment I, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, 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. Funding for this ordinance is contingent upon City Council approval of the Fiscal Year 2011 Budget.

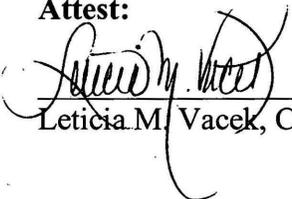
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General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

SECTION 4. 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.

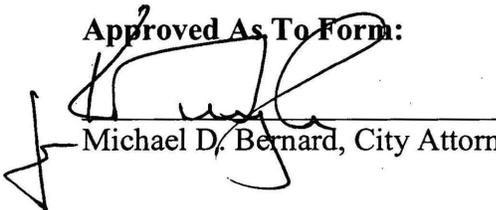
PASSED AND APPROVED this 13th day of May 2010.

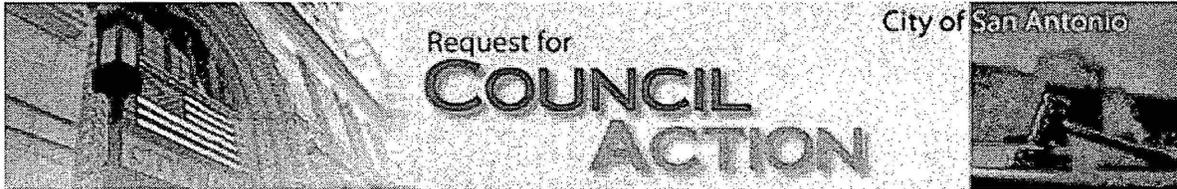

M A Y O R
Julián Castro

Attest:


Leticia M. Vacek, City Clerk

Approved As To Form:


Michael D. Bernard, City Attorney



Agenda Voting Results - 27

Name:	27, 28A, 28B						
Date:	05/13/2010						
Time:	03:56:23 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to an existing lease from Brooks Development Authority for kennel space to shelter animals for Animal Care Services at 2614 Enos Street within the Brooks City-Base development in Council District 3, and authorizing funding in an amount of \$125,000.00 to repair kennel facilities. [T.C. Broadnax, 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					
Ivy R. Taylor	District 2		x				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					

Attachment I

1st 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

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

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. Additional Temporary Use.

Effective June 1, 2010 and continuing for period of 24 months only, with no extensions, the Premises may be used, in addition to the existing uses, for the temporary housing of stray dogs; the Lease is amended by adding a NEW Paragraph 2.3, as follows:

2.3 Additional Temporary Use. From June 1, 2010 through May 31, 2012, with no extensions, the Premises may additionally be used for the temporary housing of stray dogs under the jurisdiction of the City's Animal Care Services ("ACS") Department; provided, however, except for an emergency medical need in the case of an individual dog, Tenant shall not kill (by gas, injection or otherwise) dogs on the Premises. There shall be no owner reclaim of animals, adoption or rescue services or other services that would cause the public to access this facility; however, Landlord has the right to inspect the Premises at any time.

4. Landlord's Obligations. A NEW Paragraph 7.3 is added as follows:

7.3 Tenant Improvements for Temporary Animal Shelters. Within 15 days of Tenant's approval of a construction budget as obtained by Landlord based on bids received from contractors, Landlord shall hire a contractor or otherwise commence the work outlined in Tenant's scope of work attached hereto as **EXHIBIT**

B ("Scope of Work" or "Tenant Improvements") and diligently pursue the completion of the required work, in accordance with the following:

(1) Tenant shall reimburse Landlord the entire cost, including any overhead for Landlord's supervision not to exceed 5% percent of the cost of construction. At Tenant's option the entire cost of construction can be reimbursed to Landlord in a lump sum prior to October 31, 2010 in Tenant's new fiscal year or paid monthly commencing October 1, 2010 in equal installments, with the last payment to occur May 1, 2012; such payments to include interest at the rate of 6% per annum, accruing from the date such costs were incurred by Landlord until paid;

(2) Alternatively, Tenant may elect to complete all or any portion of the Tenant Improvements itself and pay any incurred costs directly. In the event Tenant decides to manage the construction of the Tenant Improvements, Landlord will assist in the procurement of building permits and any other jurisdictional approvals required to initiate the Tenant Improvements; and

(3) On or before May 31, 2012, Landlord and Tenant will conduct a close out inspection at which time Tenant will correct any adverse environmental conditions caused by Tenant's use and Tenant will restore the Premises to its condition prior to Tenant's use. Tenant may remove for its use, any of the Tenant Improvements made under the Scope of Work.

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 the date of Landlord's signature on this amendment.

6. 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.

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.

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: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney