

AN ORDINANCE

2013-02-21-0127

AUTHORIZING A 10-YEAR LICENSE AGREEMENT RENEWAL WITH BEXAR CONCRETE WORKS, INC. FOR THE CONTINUED USE OF JUDSON ROAD PUBLIC RIGHT OF WAY FOR A GATE LOCATED AT A POINT BEING APPROXIMATELY 1,000 FEET NORTH OF NORTH LOOP 1604 EAST AND ADJACENT TO NCB 34958, IN COUNCIL DISTRICT 10, FOR A FEE OF \$8,150.

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

SECTION 1. The City Manager or her designee is 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 should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 240000000061 and General Ledger 4202410.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts 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 21st day of February 2013.

M A Y O R
Julián Castro

Attest:

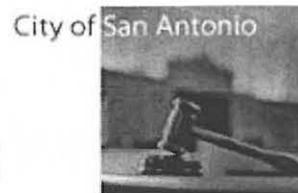
Leticia M. Vacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 12

Name:	9, 10, 12, 13, 15, 16A, 16B, 17, 18, 19, 20, 21, 25, 26A, 26B, 26C						
Date:	02/21/2013						
Time:	09:56:55 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a 10-year license agreement renewal with Bexar Concrete Works, Inc. for the continued use of Judson Road Public Right of Way for a gate located at a point being approximately 1,000 feet north of North Loop 1604 East and adjacent to NCB 34958, in Council District 10, for a fee of \$8,150.00. [Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Attachment I

Renewal of License Agreement

(Bexar Concrete/Judson Road)

1. Identifying Information.

Ordinance Authorizing Renewal:

Licensor: City of San Antonio

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

Licensee: Bexar Concrete Works, Incorporated

Licensee's Address: P.O. Box 700250, San Antonio, Texas 78270-0250

License: License Agreement between Licensor and Licensee pertaining to a segment of Judson Road north of Loop 1604 and authorized by the Ordinance Authorizing Original License

**Ordinance Authorizing
Original License:** 97111, dated January 30, 2003

**Beginning of Renewal
Term** February 1, 2013

**Expiration of Renewal
Term** January 31, 2023

License Fee: \$8,150

2. Defined Terms.

The term "License" includes the original License and all amendments to it. All terms used in this instrument and not otherwise defined in it but defined in the License have the meanings from the License.

3. Renewal.

The term of the License is extended from the Beginning of the Renewal Term through and including the Expiration of the Renewal Term. If Licensee wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further extension. If, for whatever reason, the parties do not reach an agreement on a further extension by the Expiration of Renewal Term, then the License, as renewed and extended hereby, terminates. Licensee must then vacate the Premises no later than the Expiration of Renewal Term.

4. License Fee.

Licensor acknowledges receipt in full of the License Fee for this renewed term.

5. No Default.

Neither Licensor nor Licensee is in default under the License, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

6. Same Terms and Conditions.

This instrument is a fully integrated statement of the modifications to the License. Except as expressly modified by this renewal, the License remains a comprehensive statement of the rights and obligations of Licensor and Licensee. Licensor and Licensee reaffirm the License as modified by this agreement.

7. Public Information.

Licensee 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:

Licensor

Licensee

City of San Antonio, a Texas municipal corporation

Bexar Concrete Works, Incorporated, a Texas corporation

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney