

AN ORDINANCE 2014 - 06 - 12 - 0434

AUTHORIZING AN AGREEMENT WITH BOAR 2000, LLC FOR REMOVAL OF TEN DOWNTOWN PARKING SPACES TO ACCOMMODATE FEDERAL RESERVE BANK SECURITY REQUIREMENTS.

* * * * *

WHEREAS: The Federal Reserve Bank is relocating within downtown San Antonio to the building located at 402 Dwyer, which is owned by Boar 2000, LLC; and

WHEREAS: At present, the building is being finished out to accommodate the Federal Reserve Bank, which requires no on-street parking adjacent to the building in order to comply with federal security requirements; and

WHEREAS: Boar 2000 has requested the City remove 10 on-street parking spaces, which are adjacent to 402 Dwyer; and

WHEREAS: Approval of this ordinance will enable the Federal Reserve Bank to remain downtown at a location that meets federal security requirements regarding on-street parking; and

WHEREAS: The agreement will renew automatically as long as the Federal Reserve Bank remains at this location; **NOW THEREFORE,**

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 BOAR 2000, LLC 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 consummate the transaction contemplated by the attached instrument according to its terms. They should further 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 53001000, Internal Order 219000000128 and General Ledger 4401120.

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 City Code of San Antonio § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 12th day of June 2014.



M A Y O R
Julián Castro

Attest:



Leticia M. Vacek, City Clerk

Approved As To Form:



Robert F. Greenblum, City Attorney

Agenda Item:	31 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41)
Date:	06/12/2014
Time:	09:30:08 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an agreement with Boar 2000 LLC for removal of ten downtown parking spaces to accommodate Federal Reserve Bank security requirements. [Carlos Contreras, Assistant City Manager; Lori Houston, Director, Center City Development and Operations]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

Parking Meter Removal Agreement

Authorizing Ordinance:

BOAR 2000: Boar 2000

BOAR 2000's Address: 510 West 15th, Austin, TX 78701

City: City of San Antonio, Center City Development and
Operations Department

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

Background:

The Federal Reserve Bank is relocating within downtown San Antonio to the building located at 402 Dwyer, which is owned by Boar 2000, LLC ("Boar 2000"). At present, the building is being renovated to accommodate the Federal Reserve Bank, which requires no on-street parking adjacent to the building in order to comply with federal security requirements. Therefore, Boar 2000 has requested the City remove 10 on-street parking spaces, which are adjacent to 402 Dwyer.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Meter Removal.** City will remove and refrain from re-installing thirteen metered-parking spaces in the area marked on **Exhibit A** during the term of this Agreement.
2. **Term.** The billing cycle for this agreement runs from July 1 through June 30th of each year. This agreement continues indefinitely for so long as Boar 2000 timely pays the sums due under this Agreement and for so long as neither party terminates as allowed in this agreement.
3. **Compensation for Lost Revenue.**
 - 3.01. Payment for a billing cycle is due in advance no later than July 1st of the year in which the billing cycle begins.
 - 3.02. For the billing cycle ending June 30, 2015, Boar 2000 must pay to City \$1107.00 no later than July 1, 2014. For all subsequent billing cycles, the amount owing is the

previous year's payment multiplied times 1.03. Revenue from this agreement shall be deposited to the Parking Fund.

Reimbursement to City	
FY2014	\$1,107.00
FY2015	\$1,140.21

4. **Early Termination.** Either party may terminate this agreement without cause on 120-calendar-days' prior written notice to the other.

5. **City Termination.** If City cancels this Agreement other than for Boar 2000's failure to pay, subject to the appropriation of available funds by the San Antonio City Council, and upon presentment of a statement by Boar 2000, City will reimburse BOAR 2000 the portion of Boar 2000's prepaid compensation allocable to the period after City's cancellation.

6. **Binding Nature, Assignments.** This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this agreement without the consent of the other.

7. **Notices.**

Notices must be in writing and by certified mail, return receipt requested, or by independent delivery service addressed to the parties at their respective addresses set forth below. If sent by certified mail, notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. If sent other than by certified mail, notice is complete on the date shown on the receipt. Address for notice may be changed by giving notice.

If to City:

City of San Antonio, Center City
Development Office
P.O. Box 839966
San Antonio, Texas 78283-3966

If to Boar 2000:

Boar 2000, LLC
510 West 15th
Austin, TX 78701

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8. Not Conveyance. This Agreement does not convey title to or any interest in real property.

In Witness Whereof, the parties have hereunto caused their representatives to set their hands:

City:

Boar 2000, LLC:

City of San Antonio, a Texas
municipal corporation

Boar 2000, LLC

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

City Attorney

Attest:

City Clerk

Exhibit A- Parking Spaces to Be Removed



The 13 parking spaces to be removed are located at the corner of Old Guilbeau Street and Aubrey Street.