

**AN ORDINANCE**

**APPROVING LEASE AMENDMENTS WITH TWENTY TWO (22) TENANTS OF THE LA VILLITA HISTORIC ARTS VILLAGE TO PROVIDE FOR AN ADDITIONAL ONE-YEAR TERM ENDING ON JUNE 30, 2010 AND A RENTAL RATE INCREASE; AND APPROVING AN AMENDMENT TO A PROMOTION FUNDING AND USE AGREEMENT WITH THE LA VILLITA TENANTS ASSOCIATION TO PROVIDE FOR A ONE-YEAR EXTENSION OF THE FUNDING AGREEMENT THROUGH JUNE 30, 2010.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio currently leases space within La Villita to twenty-five (25) retail tenants; and

**WHEREAS**, the lease agreements of twenty-one (21) tenants will expire on June 30, 2009; one (1) agreement has already been renewed, and the three (3) remaining lease agreements are on a month-to-month basis; and

**WHEREAS**, staff is recommending that Lease Agreements be amended to run through June 30, 2010 at the same rental rate of \$0.86 to \$0.97 per square foot; and

**WHEREAS**, under the current Funding Agreement with the La Villita Tenants Association (LVTA) the City will continue to remit and match funds to the LVTA to be used for promotional activities in La Villita; and

**WHEREAS**, funds are remitted and matched based on the \$0.05 per retail square foot promotion fee collected from all La Villita Tenants; and

**WHEREAS**, staff is recommending that the Funding Agreement with the LVTA be amended to run through June 30, 2010 so that it will continue to coincide with the La Villita Lease Agreements; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee or the Director of the Downtown Operations Department or her designee, is authorized to execute lease amendments with twenty two (22) tenants of the La Villita Historic Arts Village to provide for an additional one-year term ending on June 30, 2010. A copy of the lease agreement amendment is attached hereto and incorporated herein for all purposes as **Attachment I**

**SECTION 2.** The City Manager or her designee or the Director of the Downtown Operations Department or her designee, is authorized to execute an amendment to a promotion funding and use agreement with the La Villita Tenants Association to provide for a one-year extension of the

funding agreement through June 30, 2010. A copy of the funding agreement amendment is attached hereto and incorporated herein for all purposes as **Attachment II**.

**SECTION 3.** Funds generated by this ordinance will be deposited as per the table below:

Amount	General Ledger	Fund	Internal Order
\$189,004.79	4407720	11001000	219000000007
\$7,047.84	4407800	11001000	219000000007
52,286.40	4407718	11001000	219000000007
<b>Total Amount:</b> \$248,339.03			

**SECTION 4.** Funding in the amount of \$4,500.00 for this ordinance is available in Fund 11001000, Cost Center 1903030001, General Ledger 5203040, as part of the FY 2009 Budget.

**SECTION 5.** Payment not to exceed the budgeted amount of \$4,500.00 is authorized to the La Villita Tenants Association and should be encumbered with a purchase order.

**SECTION 6.** Future expenditures will comply with Operating and or Capital Budgets as approved by city council.

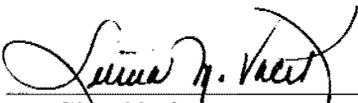
**SECTION 7.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

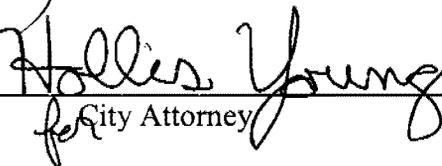
**SECTION 8.** This ordinance shall be effective on and after June 28, 2009.

PASSED AND APPROVED this 18<sup>th</sup> day of June, 2009.



M A Y O R

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

<b>Agenda Item:</b>	29 ( in consent vote: 4, 5, 8, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20, 22A, 22B, 22C, 22D, 22E, 22F, 22G, 22H, 23, 24, 25, 26, 28, 29, 31, 33 )						
<b>Date:</b>	06/18/2009						
<b>Time:</b>	09:36:59 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving lease amendments with twenty two (22) tenants of the La Villita Historic Arts Village to provide for an additional one-year term ending on June 30, 2010 and a rental rate increase; and approving an amendment to a promotion funding and use agreement with the la Villita tenants association to provide for a one-year extension of the funding agreement through June 30, 2010. [Pat DiGiovanni, Deputy City Manager; Paula X. Stallcup, Director, Downtown Operations]						
<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>
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
Diane G. Cibrian	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

**THIRD AMENDMENT OF LEASE AGREEMENT  
La Villita Historic Arts Village  
d/b/a**

**WHEREAS**, the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. , passed and approved by the City Council on , as LANDLORD ("CITY"), entered into that certain **Lease Agreement** effective ("**LEASE**") with **d/b/a** ("**TENANT**"), for the lease of the following described premises located within the area commonly known as La Villita Historic Arts Village, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by **CITY** located at 418 Villita Street, San Antonio Bexar County, Texas within the area commonly known as La Villita Historic Arts Village (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said **Leased Premises** contain approximately square feet and is identified as Building in Exhibit A, attached hereto and incorporated by reference herein for all purposes; and

**WHEREAS**, aforementioned Lease Agreement with **d/b/a** was amended by the City of San Antonio acting by and through its City Manager pursuant to Ordinance No. 2008-06-05-0483 on June 5, 2008; and

**WHEREAS**, said Ordinance No. 2008-06-05-0483 amended the Term of the Agreement, Rental Rates, and Insurance Provisions; and

**WHEREAS**, staff is recommending that leases in La Villita Historic Arts Village be extended for an additional one (1) year period to have the opportunity to incorporate any recommendations from the Retail Management Study; and

**WHEREAS**, amending the **LEASE** is in **CITY** and **TENANT'S** best interest; **NOW THEREFORE**,

In consideration of the mutual covenants and agreements set forth below the parties agree as follows:

1. **AMENDING THE TERM**: Article 3 of the **Lease Agreement** is amended to include the following provisions:  
3.1 The term of this **Lease Agreement**, as amended, is extended for a one (1) year period beginning July 1, 2009 and terminating June 30, 2010, unless it is sooner terminated under the provisions hereof. **TENANT** acknowledges that no promise to extend or renew this **Lease Agreement** beyond this term is made or implied.
2. **OTHER TERMS**: All other terms and provisions of the **Lease Agreement** remain unchanged by this amendment.
3. **ACKNOWLEDGEMENT OF READING**: The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel which was necessary for them to form a full and complete understanding of their rights and obligations herein, and having done so, do hereby execute this **Lease Amendment**.

EXECUTED this \_\_\_\_\_, 2009.

**LESSOR:**

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

**LESSEE:**

**d/b/a**

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
**Printed Name, Title**

ATTEST:  
  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Signature**

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, and Zip Code**

\_\_\_\_\_  
**Area Code/Telephone Number**

THIRD AMENDMENT OF PROMOTION FUNDING AND USE AGREEMENT

LA VILLITA TENANTS ASSOCIATION

**WHEREAS**, the **City of San Antonio**, a Texas Municipal Corporation, acting by and through its City Manager pursuant to **Ordinance No. 96257**, passed and approved by the **City Council on August 29, 2002** (hereinafter referred to as "**CITY**"), entered into a **Promotion Funding and Use Agreement ("Agreement") effective September 8, 2002** with the **LA VILLITA TENANTS ASSOCIATION**, a Texas Corporation (herein called "**ASSOCIATION**"), for the funding of promotional and advertising activities in La Villita through funds collected and matched by the **CITY**; and

**WHEREAS**, aforementioned **Agreement** was amended by **CITY** acting by and through its City Manager pursuant to Ordinance No. 2008-06-05-0485 on June 5, 2009; and

**WHEREAS**, said Ordinance No. 2008-06-05-0485 amended the Term of the **Agreement** to run concurrent with tenant leases in La Villita through June 30, 2009; and

**WHEREAS**, staff is recommending that tenant leases in La Villita be extended for an additional one (1) year period to have the opportunity to incorporate any recommendations from the Retail Management Study;

**WHEREAS**, amending the **Agreement** is in the **CITY** and **ASSOCIATION'S** best interest; **NOW THEREFORE**,

In consideration of the mutual covenants and agreements set forth below the parties agree as follows:

1. **AMENDING THE TERM**: Article 2 of the **Agreement** is amended to include the following provisions:
  - 2.1 The term of this **Agreement**, as amended, is extended for an one 1) year period beginning July 1, 2009 through June 30, 2010, unless it is sooner terminated under the provisions hereof. **ASSOCIATION** acknowledges that no promise to extend or renew this agreement beyond this term is made or implied.
2. **OTHER TERMS**: All other terms and provisions of the **AGREEMENT** remain unchanged by this amendment.

**THIS SECTION LEFT INTENTIONALLY BLANK**

3. ACKNOWLEDGEMENT OF READING: The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel which was necessary for them to form a full and complete understanding of their rights and obligations herein, and having done so, do hereby execute this Agreement.

EXECUTED this \_\_\_\_\_, 2009.

CITY OF SAN ANTONIO,  
A Texas Municipal Corporation

La Villita Tenants Association  
A Texas Corporation

By: \_\_\_\_\_  
City Manager

Sherry Didier, President  
Printed Name, Title

ATTEST:  
  
\_\_\_\_\_  
City Clerk

Sherry Didier  
Signature

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

418 Villita St. #5  
Address

San Antonio, Texas 78205  
City, State, and Zip Code

(210) 224-5770  
Area Code/Telephone Number