

AN ORDINANCE

2009-06-25-0575

AUTHORIZING A LEASE RENEWAL OF APPROXIMATELY 936 SQUARE FEET AND A DRIVE-THROUGH AT THE HOUSTON ST. PARKING GARAGE TO B&W FINANCE AT AN ESCALATING RENT BEGINNING AT \$21,996.00 ANNUALLY, COUNCIL DISTRICT 1.

* * * * *

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 all ancillary instruments and agreements conducive to effectuating the transaction.

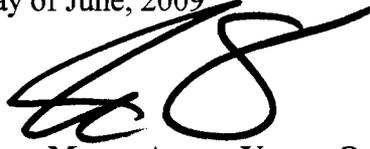
SECTION 2. Funds generated by this ordinance will be deposited as per the table below:

Amount	General Ledger	Fund	Internal Order
\$21,996.00	4401120	53001000	219000000101
Total Amount: \$21,996.00			

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.

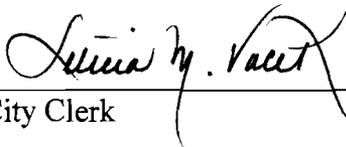
SECTION 4. This ordinance becomes effective 10 days after passage unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 25th day of June, 2009



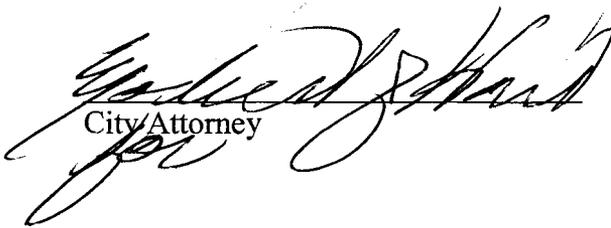
M A Y O R

Attest:



City Clerk

Approved As To Form:



City Attorney

Agenda Item:	25 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, 20A, 20B, 21, 22, 23, 24, 25, 28, 29, 30, 32, 33, 34, 36A, 36B, 36C, 36D, 36E, 36F, 36G, 36H, 36I, 36J, 37, 39, 40, 41, 42A, 42B, 43, 44, 46, 47, 48, 49)						
Date:	06/25/2009						
Time:	10:15:24 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a lease renewal of space to B&W Finance at the Houston St. downtown Parking Garage, located in Council District 1. [Pat DiGiovanni, Deputy City Manager; Paula X. Stallcup, Director, Downtown Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				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

3rd Renewal and Extension of Lease Agreement

(B and W Finance Company)

This Renewal and Extension of Lease Agreement is entered into between Tenant and the City of San Antonio, a Texas Municipal Corporation, (Landlord).

1. Identifying Information.

Ordinance Authorizing 3rd

Renewal:

Tenant: FNFS, Ltd.

Tenant's Address: 226 N. Broadway, Tyler Texas 75702

Lease: Lease Agreement, Mid-City Garage, Retail/Office Space between the City of San Antonio as Landlord and FNFS, Ltd. d/b/a B&W Finance Company as Tenant relating to 936 square feet of gross leaseable space, more or less, and an adjacent drive-through lane located at 503 Navarro and approved by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease:

96371, dated September 19, 2002

1st Renewal

Lease Renewal Agreement between Landlord and Tenant, authorized by the Ordinance Authorizing 1st Renewal.

Ordinance Authorizing 1st Renewal:

101154, dated July 14, 2005

Beginning of 2nd Renewal Term

August 1, 2007

End of 2nd Renewal Term

July 31, 2009

Ordinance Authorizing 2nd Renewal:

Beginning of 3rd Renewal Term

August 1, 2009

End of 3rd Renewal Term

July 31, 2011

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous renewal or amendment to it have the meanings previously ascribed to them. When used in this instrument, the term "Lease" includes the instrument identified above as the Lease, together with all previous renewals and amendments.

3. Present Renewal and Extension.

The term of the lease is extended from the Beginning of the 3rd Renewal Term through and including the End of the 3rd Renewal Term.

5. Rent.

5.01. From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the following Base Rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent. Whether designated as Base Rent, Common Area Costs Charges, or Costs of Utilities Charges, all such sums are “rent” for the purposes of determining the parties’ rights and obligations under the Lease and under the law generally.

<i>Base Rent</i>	<i>Year of Lease</i>	<i>Rental per Square Foot per Year</i>
	1	\$23.50
	2	\$24.00

5.02. Rent calculations are based on 936 square feet.

5.03. CAM Charges and other elements of Rent are calculated according to the terms of the original Lease.

6. 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 this renewal and extension.

7. Same Terms and Conditions.

This renewal and extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal and extension, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement.

8. Clarification of Identity of Tenant.

In the original lease, Tenant is characterized as FNFS, Ltd. d/b/a B&W Finance Co. In addition to any assumed name certificates that may be on file, B&W Finance Company is the general partner of FNFS, Ltd. FNFS, Ltd. and B&W Finance Company severally undertake the obligations of this lease and enter into this renewal and extension, waiving any claim or defense that might arise from the characterization in the original lease.

In Witness Whereof, **the parties have caused their representatives to set their hands.**

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

FNFS, Ltd, a Texas limited partnership, by and through its sole general partner

By: _____

B&W Finance Company, a Texas corporation

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney