

AN ORDINANCE **5 532 6**

APPROVING A FIVE (5) YEAR LEASE AGREEMENT WITH REVEREND DAVID EDMUNDS FOR RENTAL OF SPACE AT LA VILLITA.

* * * * *

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

SECTION 1. The City Manager, on behalf of the City of San Antonio is authorized to execute a five year agreement for lease of space in La Villita with Reverend David Edmunds for the following locations:

Building #13, 508 Villita

Building #12, 108 King Philip (first and second floors)

SECTION 2. A copy of the lease agreement is attached hereto and made a part hereof for all purposes.

SECTION 3. Rentals received under said leases shall be deposited in the General Fund -- La Villita.

PASSED AND APPROVED this 13th day of May, 1982.

Henry Cisneros
M A Y O R

ATTEST: *Norma S. Rodriguez*
City Clerk

APPROVED AS TO FORM: *Tom Stindley*
for City Attorney

82-21

LEASE AGREEMENT

This lease, made this 14th day of May, 1982, by and between the CITY OF SAN ANTONIO (hereinafter called "City"), acting by and through its City Manager pursuant to Ordinance No. 55326 dated May 13, 1982, and David Edmunds, (hereinafter called "Tenant"),
WITNESSETH:

I.

DEMISE OF PREMISES

1.1 City for and in consideration of the rents, covenants, and promises herein contained to be kept, performed and observed by Tenant, does hereby lease and demise to Tenant and Tenant does hereby rent and accept from City all the real property and improvements owned by City located at 115 King Phillip, San Antonio, Bexar County, Texas and 508 Villita, San Antonio, Bexar County, Texas, within the area commonly known as La Villita (said real property and improvements hereinafter referred to as the leased premises). The leased premises located at 115 King Phillip contain approximately 2757 square feet and are identified as Building Number 12 in Exhibit A attached hereto and incorporated by reference herein for the purposes of this Lease Agreement the same as if fully copied and set forth at length. The leased premises located at 506 Villita contain approximately 1182 square feet and are identified as Building Number 13 in the aforesaid Exhibit A.

1.2 City's Reservations: City reserves the right from time to time to install, maintain, repair and replace utility lines, pipes, ducts, and wires passing through the leased premises to serve other parts of or premises within the La Villita area. Any such installation, maintenance, repair or replacement shall be placed in locations which shall not unreasonably interfere with Tenant's use of the leased premises, and shall be carried out to the extent possible so as to minimize inconvenience or disruption of Tenant's business.

II.

USE, ASSOCIATES, AND MINIMUM HOURS OF OPERATION

2.1 The leased premises shall be used for the following purposes only:

Charitable activities and other related events in support thereof, including but not limited to the provision of food and clothing to the needy and the operation of a "starving artist" gallery.

The foregoing use(s) and purpose(s) may be changed only by written approval of the Director of the Department of Parks and Recreation of the City of San Antonio.

2.2 In using leased premises for the purpose(s) hereinbefore described Tenant may, with the written permission of the Director, Department of Parks and Recreation, arrange for associate(s) to learn, demonstrate, exhibit or practice a specific art or craft on the leased premises. Such arrangement shall not be construed as in conflict with the assignment clause herein. Tenant understands and agrees that for purposes of this agreement such associate(s) shall be considered as invitee(s) of Tenant and not as sublessee(s).

2.3 Tenant covenants and agrees that, continuously and uninterruptedly from and after its initial opening for business, it will operate and conduct within the leased premises the business it is permitted to operate and conduct under the provisions of this lease, except while the leased premises are untenable by reason of fire or other casualty. Tenant agrees to conduct its business

at all times in a first-class manner consistent with reputable business standards and practices for such businesses.

2.4 Tenant further agrees to maintain the following minimum hours of operation with the understanding that Thanksgiving Day, Christmas Day and New Year's Day are the only holidays during which the entire La Villita Area will be closed.

10:00 a.m. to 6:00 p.m.

2.5 It is understood and agreed that Tenant may remain open additional hours should Tenant so desire.

2.6 Should Tenant have to close its business for more than one day due to illness or for planned vacation, buying trips or other reasons, Tenant must notify the La Villita Manager's Office of said closing.

III.

TERM

3.1 The original term of this lease shall be for a period of five (5) years, beginning on the Commencement Date as defined herein, but if the Commencement Date is not the first day of a calendar month, the partial month beginning with the Commencement Date shall be added to the term of the lease.

3.2 Commencement Date as herein defined means that date upon which Tenant commences to use the leased premises for the purposes for which the property is being leased or the date upon which the leased premises are suitable for use, whichever date first occurs.

IV.

ACCEPTANCE AND CONDITION OF PREMISES

4.1 Tenant has had full opportunity to examine the leased premises, and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Tenant's taking possession of the leased premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition and Tenant hereby accepts the leased premises in their present condition as suitable for the purpose for which leased.

4.2 Tenant agrees that no representations respecting the condition of the leased premises and no promises to decorate, alter, repair, or improve the leased premises, either before or after the execution hereof, have been made by City or its agents to Tenant unless the same are contained herein or made a part hereof by specific reference herein.

V.

RENTAL

5.1 In consideration of this lease Tenant agrees to pay to City at the office of the Manager of La Villita as monthly rental the sum of \$1037.50, said sum being based upon the following:

- A) Building 13 - \$100.00 per month
- B) Building 12 - second floor - \$357.75 per month
- C) Building 12 - the east 616.2 square feet of the first floor - \$154.05 per month
- D) Building 12 - the west 709.6 square feet of the second floor - \$425.70 per month

The foregoing rentals are subject to the adjustments, if any, provided for in Article VI, Paragraph 6.6; Article XIX, Paragraph 19.3 and Article XXI, in advance, the first of which payments shall be paid on the first day of the calendar month

following the Commencement Date if the Commencement Date is a day other than the first day of a month, otherwise on the Commencement Date, and on the first day of each calendar month thereafter during the term of this lease without any right of offset or deduction except as provided in this lease. If the Commencement Date is a day other than the first day of a calendar month, the rental for the leased premises for the partial month at the beginning of this lease shall be prorated accordingly and shall be paid simultaneously with the first month's advance rental.

5.2 The monthly sum to be paid for rent as set forth above includes amounts representing \$513.55 per month for utilities (other than telephone) unless otherwise provided in Article XXI herein, \$275.70 per month for exterior maintenance and common area maintenance, and \$28.38 per month for promotional fees.

5.3 The monthly rent shall be modified in accordance with the schedule outlined in Article VI hereinafter so as to provide an allowance for interior improvements to be made by Tenant.

5.4 Any rent not paid by the tenth day of each calendar month shall be considered as past due. All past due rentals under the terms of this lease shall bear interest at the maximum legal rate per annum under applicable law from the date due until paid by Tenant.

VI.

FINISH OUT WORK

6.1 All construction and/or installation needed to place the leased premises in a condition suitable for the conduct of Tenant's business shall be done by Tenant, at Tenant's expense, and shall hereinafter for convenience be referred to as "Tenant's Work." Tenant shall have the right to enter upon the leased premises, without charge, prior to the Commencement Date for the purpose of performing Tenant's Work, provided that such entry shall be made at Tenant's sole risk and expense, and subject to the provisions of this lease.

6.2 Promptly after the execution of this lease or as soon thereafter as Tenant is notified that the premises are available for Tenant's Work, Tenant shall submit to the Director of the Parks and Recreation Department of the City plans and specifications covering any work Tenant desires to perform, in such detail as said director may require. Tenant agrees not to commence any of such work until the Director of Parks and Recreation Department of the City has approved Tenant's plans in writing. Said plans, when approved, shall be signed by said director and Tenant and made a part of this lease.

6.3 The Director of the Parks and Recreation Department of the City agrees to examine and approve or disapprove the above mentioned plans within 10 business days after receipt and to notify Tenant in writing when the same have been approved or disapproved. In the event of approval, Tenant agrees to commence Tenant's Work promptly thereafter, proceed with it diligently, and to open the leased premises for business with the public as soon as possible after Tenant's Work has been completed which completion date in no event shall be later than 60 days after said approval of Tenant's plans.

6.4 Tenant shall notify the Director of the Parks and Recreation Department of the City in writing promptly upon the completion of "Tenant's Work." Within 10 business days thereafter, said director or his designate will inspect the completed "Tenant's Work" and if the work has been completed in a satisfactory and workmanlike manner and in accordance with the plans and specifications for such work as previously approved, then Tenant shall be so notified.

6.5 In addition to any approvals to be given hereunder by the Director of Parks and Recreation of the City, Tenant agrees to

comply at Tenant's sole expense with all applicable code provisions or other governmental regulation affecting Tenant's Work, to include but not be limited to obtaining, where applicable, any required building permits and a certificate of occupancy upon completion of Tenant's Work.

6.6 City shall reimburse Tenant for documented costs of construction and installation of "Tenant's Work" up to but not exceeding an amount equalling ten dollars (\$10.00) per square feet for the 709.6 square feet of leased space identified in Article V, Section 5.1 (D) and for no other leased space. Such reimbursement shall be made in the form of a credit against the monthly rental as follows:

\$ 197.11 per month shall be deducted from the monthly rental to be paid by Tenant during the first 36 months of the term of this agreement. Thereafter monthly rental payments will revert to the schedule set forth in Article V hereinbefore.

6.7 In calculating the amount of reimbursement for Tenant's Work as provided above, it is understood that Tenant will be reimbursed for no more than the actual value of improvements made by Tenant and that properly documented in-kind contributions may be considered an expense eligible for said reimbursement. Tenant agrees to provide the Director of Parks and Recreation of the City with such records and documentaiton relating to Tenant's Work as said Director may request and understands that the judgement of said Director as to the nature and amount of any reimbursement expenses shall be conclusive and binding.

6.8 Should this lease be terminated for reasons other than the events of default enumerated in Article XXIII hereinafter while reimbursement for Tenant's Work is still being made, City agrees to cooperate, should Tenant so desire, in protecting Tenant's heretofore described reimbursement by making said reimbursement a condition of any subsequent agreement of assignment, sublease or novation dealing with the leased premises. Tenant understands and agrees that the provisions of this paragraph do not obligate the City to make any direct payment to Tenant for Tenant's Work under circumstances herein described and that said provisions will not apply until the leased premises have been vacated by Tenant and the agreement with Tenant's successor has been authorized by City Council.

6.9 Tenant agrees, at Tenant's expense, to obtain and maintain public liability insurance and Worker's Compensation insurance adequate to protect City as well as Tenant from and against any and all liability for death of or injury to persons, or damage to property, causes in or about, or by reason of, the construction of Tenant's Work and hereby agrees to indemnify and hold City harmless from any and all liability for said death or injury to persons or damage to property. Tenant agrees to obtain and maintain said insurance in at least the minimum amounts set forth in Article XIV herein and to comply promptly with all applicable provisions of said article.

VII.

LIENS PROHIBITED

7.1 Tenant covenants that he shall not bind, or attempt to bind, City for payment of any money in connection with the construction, repair, alteration, addition or reconstruction work in, on, or about the leased premises.

7.2 Tenant hereby agrees to promptly pay all persons supplying labor, services and materials in the performance of Tenant's Work provided for in this Lease Agreement and any and all duly authorized modifications thereof that may hereafter be made and

shall and will fully indemnify and hold harmless the City against any and all claims, liens, suits or actions asserted by a person, persons, firm or corporation on account of labor, materials or services furnished to Tenant during the performance of Tenant's Work.

7.3 Before Tenant shall be entitled to any reimbursement for documented costs of construction and installation of Tenant's Work as provided in Article VI, Tenant shall furnish to the satisfaction of the Director of the Parks and Recreation Department of the City evidence that all labor employed and all materials used in performing Tenant's Work have been fully paid for by Tenant.

VIII.

OTHER CONSTRUCTION AND ALTERATIONS

8.1 Tenant shall not make any structural alterations in any portion of the leased premises, nor any alterations in the store-front of the exterior of the leased premises, nor any major interior alterations without, in each instance, first obtaining the written consent of City.

8.2 All alterations, additions, improvements, and Tenant's Work provided for herein, shall become, upon completion, the property of City, subject to the terms of this lease.

8.3 In the construction or improvement of the leased premises and at all times thereafter Tenant shall conform to, and comply with, all Federal, State and local laws, ordinances, permits, rules and regulations applicable to the leased premises and the operation of Tenant's business therein.

IX.

SIGNS

9.1 Tenant hereby agrees not to install or display any sign(s) without prior approval of said sign(s) by the City through the Historic Review Board. Tenant further agrees to comply with such sign design criteria as may be established and amended from time to time by duly authorized City authority and to comply with established sign review procedures for proposed new signs.

X.

EXTENSION

10.1 The original term of this lease may be extended upon the agreement by both parties, for five (5) years, subject to the following conditions:

Tenant shall notify City, in writing within ninety (90) days from date of expiration of the original term of this lease, of Tenant's intent to renew and renegotiate the terms and conditions of the renewal lease. City shall have the option of renegotiating a renewal lease or terminating this lease automatically at the expiration of the original term. City shall notify Tenant, in writing, of this election to terminate or renegotiate the lease within thirty (30) days following receipt of Tenant's notice as set forth above.

XI.

MAINTENANCE

11.1 Tenant agrees, at Tenant's own expense, to keep the interior of said premises, including interior plumbing, plumbing fixtures, plumbing lines and plumbing connections and interior electrical fixtures, lamps and/or bulbs, wiring and connections, and interior walls, flooring, doors and other interior improvements, including heating and air conditioning equipment, in good order and repair, and in clean, safe and sanitary condition and to paint the interior when necessary to maintain interior of the leased premises, or any part thereof, in a manner satisfactory to City, and to replace equipment and fixtures as necessary.

11.2 Tenant will, at the termination of this agreement, return leased premises to City with the interior thereof in a condition satisfactory to the City, usual wear, acts of God, or unavoidable accident only excepted.

11.3 City agrees to keep and maintain the roof, foundation, main beams and exterior walls including shutters, window frames and glass in good repair but City shall not be liable to Tenant for any damage caused by the same being or becoming out of repair until City has had reasonable opportunity to have same repaired after being notified in writing of the need of same by Tenant. City shall not be liable to Tenant for any damage to merchandise, trade fixtures, or personal property of Tenant in the leased premises caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment.

11.4 Tenant will gather all trash, litter and refuse in the leased premises and dispose of same in accordance with policy established by City through the Manager, La Villita.

XII.

COMMON AREA

12.1 "Common Area" shall mean all areas, space, equipment, facilities, and services provided from time to time by City for the common use and benefit of the Tenants of the La Villita area, their employees, servants, customers and other invitees, including exits, entrances, access roads, driveways, sidewalks, landscaped space, washrooms, lounges and shelters, refuse areas, pedestrian walkways or courts.

12.2 City shall, subject to events beyond its reasonable control, operate and maintain the common area and keep the common area in good order and repair.

12.3 City will provide park ranger and/or security guard patrol for the common area and shall have exclusive control of the manner, method and extent of the services provided. Such patrols shall have the right of entry on and into the leased premises as needed to provide said services and to investigate any circumstances, conditions, or persons that may appear to be suspicious. Tenant expressly understands and agrees that City, by providing said patrol service, has not agreed to act and does not act as an insurer of Tenant or his property, and does not guarantee security against theft, vandalism, or injury of whatever nature and kind to persons or property.

XIII.

RULES AND REGULATIONS

13.1 Tenant covenants and agrees that Tenant, its employees, and invitees, will comply with reasonable rules and regulations set

by City from time to time for the efficient operation of La Villita, including, but not limited to those rules and regulations subsequently enumerated.

13.2 Subject to Tenant's right to conduct its business, Tenant will not cause or permit the emission of any excessive noise or odor from the leased premises by the operation of any instrument, apparatus, equipment therein, or other means which may, in City's judgement, be deemed offensive or disturbing in nature; nor perform any act or carry on any practice which may be a nuisance or menace to other tenants in La Villita or which is illegal, immoral or disreputable, or which may reduce the market value of the leased premises.

13.3 Tenant shall not cause the obstruction of streets, sidewalks or other common areas of the La Villita area.

13.4 Should the City provide handicapped accessible ingress and egress in specific locations, Tenant agrees not to block or close or otherwise cause the accessway to be nonfunctional without providing an alternative means of access approved in writing by the Director of the Parks and Recreation Department of the City of San Antonio.

13.5 The outside areas immediately adjoining the leased premises, including sidewalks, shall be kept free and clear at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in such areas without prior written approval by the Director, Department of Parks and Recreation or his designate.

13.6 No radio or television aerial shall be erected on the roof or exterior walls of the leased premises.

13.7 Nothing is to be attached or placed on the roof or exterior walls of the leased premises without prior written consent of City.

13.8 No loudspeakers, televisions, phonographs, radios, flashing lights, or other devices shall be used in a manner so as to be heard or seen outside of the leased premises except as approved in writing by the Director, Department of Parks and Recreation.

13.9 No auction, fire, bankruptcy, going out of business, or other selling-out sales shall be conducted on or about the leased premises without the prior written consent of the City.

XIV.

INSURANCE

14.1 Tenant agrees to provide and maintain, at its own expense, the following types and amounts of insurance, for the term of this Lease:

<u>TYPE</u>	<u>AMOUNT</u>
1) Worker's Compensation and Employer's Liability	Statutory - <u>\$100,000</u> each accident
2) Comprehensive General (Public) Liability - to include (but not limited to) the following:	Bodily Injury: <u>\$100,000</u> per person <u>\$300,000</u> per occurrence
	and
A) Premises/Operation	<u>Property Damage:</u>
B) Independent Contractors	<u>\$100,000</u> per occurrence
C) Personal Injury	or

D) Products/Completed Operations
E) Contractual Liability

Combined Single Limit for Bodily Injury and Property Damage: \$300,000

3) Property Insurance - for physical damage to the property of the Tenant, including improvements and betterments to the leased property

Coverage for a minimum of EIGHTY (80) per cent of the actual cash value of property

AND, where the exposure exists, coverage for:

4) Comprehensive Automobile Liability - to include coverage for:

Bodily Injury:
\$100,000 per person
\$300,000 per occurrence

A) Owned/Leased Automobiles

and

B) Non-owned Automobiles

Property Damage:
\$100,000 per occurrence

or

Combined Single Limit for Bodily Injury and Property Damage: \$300,000

Tenant further agrees that with respect to the above required insurances, the City shall:

- A) Be named as additional insured/or an insured, as its interest may appear
- B) Be provided with a waiver of subrogation
- C) Be provided with 30 days advance notice, in writing, of cancellation or material change
- D) Be provided with Certificates of Insurance evidencing the above required insurances, prior to the commencement of this lease.

Said Notices and Certificates of Insurance shall be provided to:

- 1) Director - Department of Parks and Recreation of the City of San Antonio and
- 2) City Clerk - City of San Antonio

14.2 All personal property in the leased premises shall be at the sole risk of Tenant. City shall not be liable for any damage either to the person or property of Tenant or to other persons due to the leased premises or any part or appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of employees, co-tenants; or other occupants of the leased premises, or any other persons; due to the happening of any accident in or about said leased premises.

XV.

FIRE & OTHER CASUALTY

15.1 In the event that the premises hereby leased, or the building of which the same is a part, shall be partially damaged by fire, the elements, civil disorder, or other casualty, the Tenant shall give immediate notice thereof to the City and the same shall be repaired at the expense of the City without unreasonable delay unless the City determines that the damage is so extensive that repair or rebuilding is not feasible. Tenant shall receive an abatement of rent proportionate to the damage to the leased premises. In the event that the damage should be so extensive as to render the leased premises untenable, the rent shall abate until such time as both the exterior and the interior premises shall again be put in repair and become tenantable, but in the event of the building being damaged by fire or otherwise to such an extent as to render it necessary in the exclusive judgement of the City not to rebuild the same, then, at the option of the City, and upon notice to Tenant, this lease shall cease and come to an end, and the rent shall be apportioned and paid up to date of such damage. If City elects to rebuild the premises and continue this lease, City shall notify Tenant of such intention within sixty (60) days of the date of the damage; otherwise, this lease shall be deemed cancelled and of no further force or effect.

15.2 City's obligation to rebuild or repair under this Article XV shall in any event be limited to restoring the leased premises to substantially the condition that existed prior to the finish out work performed by Tenant, and shall further be limited to the extent of the insurance proceeds available to City for such restoration. Tenant agrees that promptly after completion of the aforementioned restoration by City, Tenant will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore such of its signs, fixtures, equipment and other items provided and/or installed by Tenant.

XVI.

HOLDING OVER

16.1 Should Tenant hold over the leased premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this lease plus ten percent (10%) of such amount. The inclusion of the preceding sentence shall not be construed as City's consent for the Tenant to hold over.

XVII.

TENANT'S ASSOCIATION

17.1 City agrees to encourage an active La Villita Tenant's Association.

17.2 Tenant acknowledges that an active Tenant's Association is in the overall best interest of all La Villita tenants and agrees to actively participate in such organization subject to Tenant's rights to conduct its business.

XVIII.

PARTICIPATION IN COMMON AREA ARTS AND CRAFTS SHOWS

18.1 As a condition of permission to hold annual or periodic arts and crafts shows or events in the La Villita Common Area, City

agrees to require the sponsors of such arts and crafts shows or events to offer all Tenants of La Villita through the Tenants' Association, the opportunity to participate in such shows or events. Tenant understands and agrees that such participation will be arranged by and effected through the Tenant's Association as a matter of business practice and that City's responsibility is limited to its agreement herein.

XIX.

NIGHT IN OLD SAN ANTONIO EVENT

19.1 The City reserves the right to grant to the San Antonio Conservation Society, or to its successors, assigns or subcontractors, a lease of all or any portion of adjacent property and/or a concession to sell beverages, food and other items on all or any portion of La Villita, other than premises hereby expressly demised, during specified hours on those dates in each year of the duration of this lease in which the Society may sponsor all or any part of the event known as "A Night in Old San Antonio" within La Villita. Tenant expressly recognizes that any right, privileges, or leasehold interest granted to the San Antonio Conservation Society for "A Night in Old San Antonio" under a separate lease and/or concession contract controlling access to La Villita is superior to any such right, privilege or leasehold interest granted Tenant under this Agreement.

19.2 As a condition of the Night in Old San Antonio agreement with the San Antonio Conservation Society, City agrees to require Society coordination with the La Villita Tenant's Association in the preparation for and conduct of "A Night in Old San Antonio".

19.3 The rent for the fifteen days annually in which the event known as "A Night in Old San Antonio" occurs shall be prorated so that during said period Tenant shall pay only that portion of the rent attributed to utilities, exterior maintenance and common area maintenance, and promotional fees as described in Article V, Paragraph 5.2 hereinbefore.

XX.

DEMONSTRATIONS AND TRAINING

20.1 Tenant acknowledges that one of the general overall purposes of La Villita is to stimulate interest and training in the arts and crafts. In pursuit of this purpose, Tenant agrees to actively encourage and promote demonstrations and/or training in his or her particular specialty for students, interns, helpers and/or trainees.

20.2 City may excuse this requirement if extenuating circumstances exist.

XXI.

UTILITIES

21.1 Tenant shall bear all expense for the installation and extension of the following utilities on or to the premises:

- Telephone
- Other (list as applicable)
- 1.
- 2.
- 3.
- 4.

21.2 Tenant shall be responsible for maintenance of utility lines on the premises and from the meter or service connection as follows:

- 1.
- 2.
- 3.
- 4.

21.3 Tenant shall be responsible for payment of the following monthly utility services:

1. Telephone
- 2.
- 3.
- 4.

XXII.

ASSIGNMENT

22.1 Tenant is expressly granted the right to allow the use by others for a fee to be retained by Tenant of the premises located at 506 Villita provided that said use is short-term in duration and consistent with the uses set forth in Paragraph 2.1 hereinbefore.

22.2 Except as hereinbefore provided, Tenant shall not assign this lease, or allow same to be assigned by operation of law or otherwise, or sublet the leased premises or any part thereof without the prior written consent of City which may be given only by or pursuant to an ordinance enacted by City Council of San Antonio, Texas.

22.3 City shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the Building and property referred to herein; and, to the extent that such assignee assumes City's obligations hereunder, City shall by virtue of such assignment be released from such obligations.

22.4 The receipt by the City of rent from an assignee, subtenant or occupant of the leased premises shall not be deemed a waiver of the covenant in this lease against assignment and subletting or an acceptance of the assignee, subtenant or occupant as a tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants contained in this lease. No provision of this lease shall be deemed to have been waived by the City unless such waiver be in writing signed by the City.

XXIII.

DEFAULT AND REMEDIES

23.1 The following events shall be deemed to be events of default by Tenant under this lease:

- (a) Tenant shall fail to pay any installment of rent as provided for in this lease and such failure shall continue for a period of ten (10) days.
- (b) Tenant shall fail to comply with any term, provision or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.
- (c) Tenant shall, within three (3) months following Commencement Date, fail to take possession of the leased premises, or having taken said possession, fail to open them for the conduct of business.
- (d) Tenant deserts or vacates all or any part of the leased premises.

- (e) The taking by a court of jurisdiction of Tenant and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.

23.2 Upon the occurrence of an event of default as heretofore provided, City may, at its option, declare this lease, and all rights and interest created by it, to be terminated. Upon City electing to terminate, this lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. City, its agents or attorney, may resume possession of the premises and relet the same for the remainder of the original term at the best rent City, its agents or attorney may obtain for the account of Tenant, who shall make good any deficiency.

23.3 Any termination of this lease as herein provided shall not relieve Tenant from the payment of any sum or sums that shall then be due and payable or become due and payable to City hereunder, or any claim for damages then or theretofore accruing against Tenant hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default thereunder. All rights, options and remedies of City contained in this lease shall be cumulative of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this lease. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

23.4 Upon any such expiration or termination of this lease, Tenant shall quit and peacefully surrender the leased premises to City, and City upon or at any time after such expiration or termination, may without further notice, enter upon and re-enter the leased premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the leased premises.

XXIV.

CONDEMNATION

24.1 It is agreed and understood that in the event that the leased premises are taken, in whole or in part, by any governmental authority other than City, this lease and all right, title, and interest hereunder shall at the option of the City cease on the date title to such land so taken or transferred vests in the condemning authority. Tenant hereby waives all rights in any proceeds of such condemnation.

XXV.

SURRENDER OF PREMISES

25.1 No act or thing done by the City or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the leased premises, and no agreement to accept a surrender of the leased premises shall be valid unless the same be made in writing and subscribed by the City.

XXVI.

ATTORNEY'S FEES

26.1 In case either City or Tenant brings any action under this lease alleging that the other party hereto has defaulted hereunder, the party hereto which prevails in that action shall be entitled to recover from the other party hereto his or its reasonable attorney's fees (not to exceed the attorney's fees actually incurred by that party in the defense or prosecution of such action). The party hereto which becomes so liable agrees to make prompt payment thereof to the other party hereto. Failure to make such prompt payment shall constitute a breach hereof.

XXVII.

SEPARABILITY

27.1 If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

XXVIII.

AMENDMENT

28.1 This lease together with the authorizing ordinance constitute the entire agreement between the parties. No amendment, modification, or alternation of the terms of this lease shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

XXIX.

TAXES AND LICENSES

29.1 Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees, which are now or may hereafter be levied upon the premises, or upon Tenant, or upon the business conducted on the premises, or upon any of Tenant's property used in connection therewith; and shall maintain in current status all Federal, State and local licenses and permits, required for the operation of the business conducted by Tenant.

XXX.

CONDUCT AND APPEARANCE OF EMPLOYEES

30.1 Any employee in Tenant's operations that may be deemed to be discourteous or objectionable on reasonable grounds, shall be removed from employment on the premises on demand by City. City likewise reserves the right to eject any objectionable person or persons, including Tenant's employees, from said premises, and upon the exercise of this authority through City's agents or employees, Tenant hereby waives any right and all claims for damages against City or any of its agents, officials or employees by reason of such action.

XXXI.

NONDISCRIMINATION

31.1 Any discrimination by Tenant or his agents or employees, on account of race, color, sex, age, religion or natural origin, in employment practices or in the use of or admission to the premises, is prohibited.

XXXII.

WAGES

32.1 Tenant shall pay wages that are not less than the minimum wages required by Federal and State statutes and City ordinances, to persons employed in his operations hereunder.

XXXIII.

CONFLICT OF INTEREST

33.1 Tenant acknowledges that he is informed that Texas law prohibits contracts between the City and its "officers" and "employees", and that the prohibition extends to an officer and employee of City agencies such as City-owned utilities and certain City boards and commissions, and to contracts with any partnership, corporation or other organization in which the officer or employee has an interest. Tenant certifies (and this contract is made in reliance thereon) that neither he nor any person having an interest in this contract is an officer or employee of City or any of its agencies.

XXXIV.

NOTICES

34.1 Notices to City required or appropriate under this contract shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to City Clerk, P.O. Box 9066, San Antonio, Texas 78285 and to the Supervisor of La Villita, P.O. Box 9066, San Antonio, Texas 78285 or to such other address as may have been designated in writing by the City Manager of the City of San Antonio, from time to time. Notices to Tenant shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Tenant at the address on file with the City Clerk.

XXXV.

PARTIES BOUND

35.1 This agreement shall be binding upon and inure to the benefit of the parties hereto only and shall terminate upon the death or disability of the Lessee or his assignees.

XXXVI.

INDEMNITY

36.1 Tenant agrees to fully indemnify, save and hold harmless City from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage and injuries to third persons or to their property resulting from the use or occupancy of the leased premises. Further, City shall not be liable for and Tenant will indemnify and save harmless City from any and all fines, suits,

claims, demands, and actions of any kind (including investigation expenses and attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. City shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of City, or for any damage or inconvenience which may arise through repair or alteration of any part of the building, or failure to make repairs, or from any cause whatever except City's negligence.

XXXVII.

SECURITY DEPOSIT

37.1 Tenant has this day deposited with City the additional sum of \$ 0, receipt of which is hereby acknowledged by City, as security for the full and faithful performance by Tenant of all terms, conditions, and covenants of this lease on Tenant's part to be performed and kept.

37.2 If at any time during the term of this lease Tenant shall be in default in the payment of rent herein reserved or any portion thereof or shall fail to repair any damage of the premises that Tenant is required to repair, or upon termination of this tenancy for any reason, shall not leave the leased premises in reasonably clean condition, then and in any of these events, City may appropriate and apply any portion of the security deposit as may be reasonably necessary to pay overdue rent, make required repairs or put in premises in clean condition as herein provided.

37.3 Any remaining portion of the security deposit, after any deductions heretofore authorized, shall be returned to Tenant within thirty (30) days after termination of this lease.

XXXVIII.

TEXAS LAW TO APPLY

38.1 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XXXIX.

GENDER

39.1 Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXXX.

CAPTIONS

40.1 The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

WITNESS, the signature of the parties hereto in multiple originals, this the 14th day of May, 1982.

CITY OF SAN ANTONIO

By: *[Signature]*
for City Manager

ATTEST:

[Signature]
City Clerk

LESSEE

Rev. *[Signature]*
DAVID EDMUNDS

AVIATION	
BUDGET & RESEARCH	1
BUILDING INSPECTIONS	
CITY WATER BOARD	
CITIZEN ACTION & PUBLIC INFORMATION	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	
CONTROLLER	1
TREASURY DIVISION	1
GRANT SECTION	
INTERNAL AUDIT	
RISK MANAGEMENT	1
FIRE CHIEF	
HEMISFAIR PLAZA	
HUMAN RESOURCES & SERVICES	
LEGAL-CITY ATTORNEY	
LIBRARY DIRECTOR	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	1
PERSONNEL DIRECTOR	
PLANNING	
POLICE CHIEF	
PUBLIC UTILITIES SUPERVISOR	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIVISION	
WASTEWATER ENGINEERING	
RIGHT-OF-WAY & LAND ACQUISITION	Content file
TRAFFIC ENGINEERING DIVISION	
PURCHASING	
ZONING ADMINISTRATION	
La Villita (David Edmunds)	

ITEM NO. 32

DATE: MAY 13 1982

MEETING OF THE CITY COUNCIL

MOTION BY: Thompson

SECONDED BY: Harrington

ORD. NO. 55326

ZONING CASE _____

RESOL. _____ PETITION _____

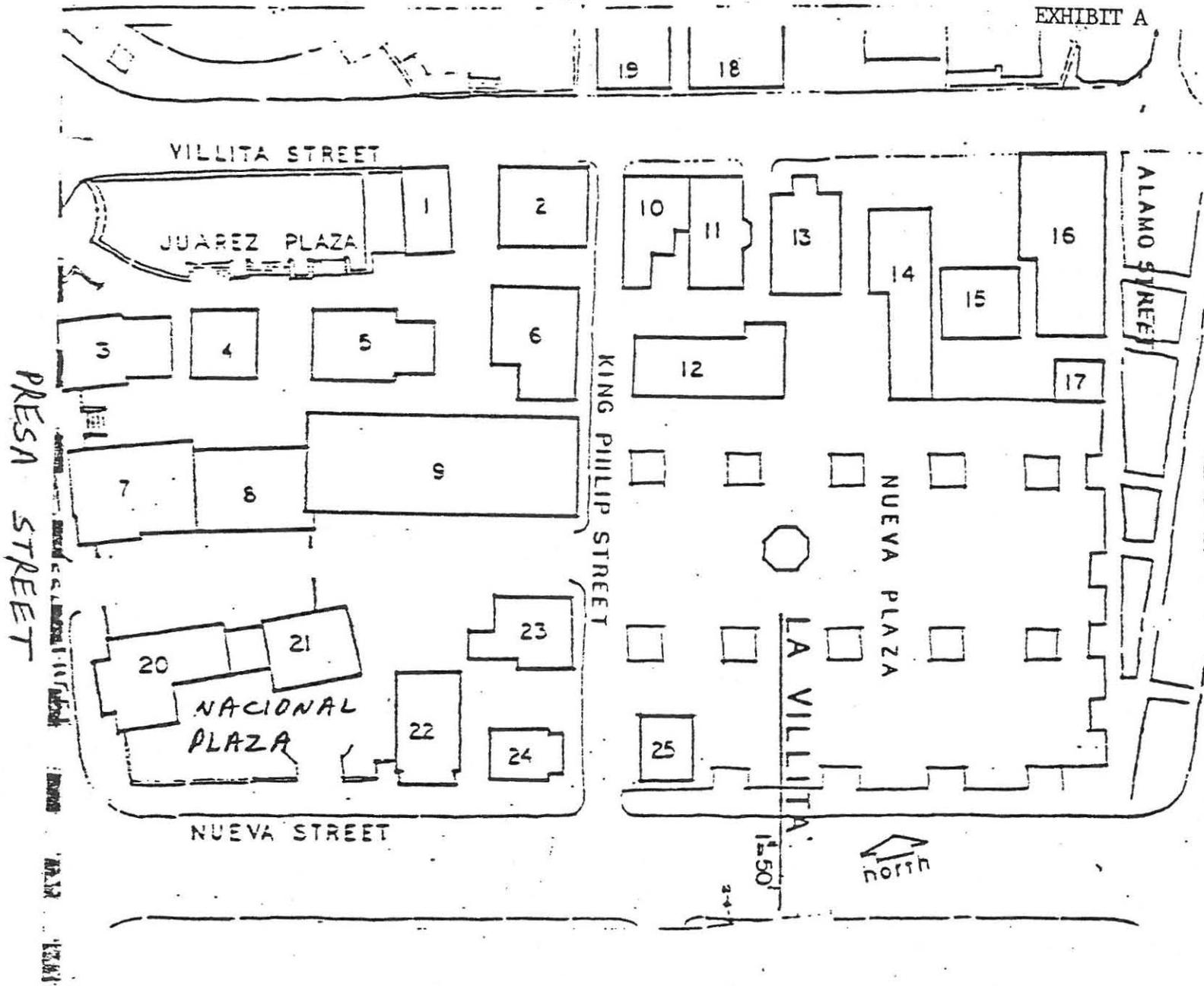
COUNCIL MEMBER	ROLL CALL	AYE	NAY
MARIA A. BERRIOZABAL PLACE 1		<input checked="" type="checkbox"/>	
JOE WEBB PLACE 2		<input checked="" type="checkbox"/>	
HELEN DUTMER PLACE 3		<input checked="" type="checkbox"/>	
FRANK D. WING PLACE 4		<input checked="" type="checkbox"/>	
BERNARDO EURESTE PLACE 5		<input checked="" type="checkbox"/>	
BOB THOMPSON PLACE 6		<input checked="" type="checkbox"/>	
JOE ALDERETE, JR. PLACE 7		<input checked="" type="checkbox"/>	
G.E. "ED" HARRINGTON PLACE 8		<input checked="" type="checkbox"/>	
VAN ARCHER PLACE 9		<input checked="" type="checkbox"/>	
JAMES C. HASSLOCHER PLACE 10		<input checked="" type="checkbox"/>	
HENRY G. CISNEROS PLACE 11 (MAYOR)		<input checked="" type="checkbox"/>	

absent

absent

Leave Agreement - La Villita

82-21



- Building #1 Kirchner House
- Building #2 Lozano-Lopez House
- Building #3 Canada House
- Building #4 Caxias House
- Building #5 San Martin House
- Building #6 Kitchen Building
- Building #7 Guadalupe House
- Building #8 Weaving Building
- Building #9 Bolivar Hall
- Building #10 502 Villita
- Building #11 504 Villita
- Building #12 115 King Phillip

- Building #13 Little Church of La Villita
- Building #14 Florian House
- Building #15 La Casita
- Building #16 McAllister Building
- Building #17 Barber Shop
- Building #18 Cos House
- Building #19 Arneson River Theatre
- Building #20 Dosche & Rische House
- Building #21 Peter's Workshop
- Building #22 Shafer Residence
- Building #23 Esqueda House
- Building #24 De Luna Residence
- Building #25 Pallisado House

ATTACHMENT

BASIC LA VILLITA LEASE AGREEMENT PROVISIONS

1. Five year term.
2. If tenant terminates before entire improvement allowance is "paid back," City incurs no obligation to reimburse full amount of allowance.
3. City approval of interior improvement plans required.
4. Signs subject to approval by Historic Review Board.
5. Tenant responsible for cost of all interior maintenance and upkeep.
6. City provides exterior building and common area maintenance and will provide routine park ranger and/or security guard patrol in the common area.
7. Unusual noise(s)/nuisances prohibited.
8. Insurance: Workman's Compensation, \$100,000; comprehensive general public liability, \$100,000/\$300,000; bodily injury and property damage, \$300,000 (City named additional insured).
9. Active participation in a Tenant's Association subject to Tenant's rights to conduct its business.
10. During NIOSA (for 15 days), tenant will pay rent equal to the utility share (15¢ square foot), maintenance (10¢ square foot) and promotion (04¢ square foot).
11. Tenant agrees to participate in common area arts and crafts shows and other promotional activities.
12. Assignment prohibited without Council approval. Tenant may charge and retain fees for church activities (weddings, etc.)
13. Termination may occur (a) for failure to pay rent, (b) failure to comply with lease provisions after 30 days written notice, (c) bankruptcy, (d) failure to take possession or to open for business.
14. Discrimination prohibited.
15. Hold harmless clause (full indemnification).

CITY OF SAN ANTONIO

26-01-01
303255

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 32

TO: City Council
FROM: Ronald R. Darner, Director, Department of Parks and Recreation
COPIES TO: File
SUBJECT: La Villita Lease Agreement (Reverend David Edmunds)

Date May 4, 1982

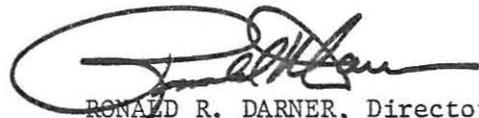
SUMMARY AND RECOMMENDATION: This ordinance would authorize a five year lease agreement with Reverend David Edmunds for 3,939 square feet of space in La Villita (Church 1,182 square feet; Starving Artist Gallery, 709 square feet; and food program/administrative offices, 2,048 square feet). A five year renewal option is provided.

Monthly rent for the church space is \$100. Program and administrative space is set at 25¢/foot per month and gallery space to be used for retail activity is placed at 60¢/foot per month. Rationale for these rates follow: Church space rent should approximate utilities cost. Rent on the administrative and food program space will cover exterior maintenance (10¢/foot/month) and utilities (15¢/foot/month). Retail space rate is the same as other La Villita leases. In the latter case, Lessee will be reimbursed \$10 per square foot for interior improvements (\$7,096+) over a three year period. There will be no reimbursement for interior improvements made by Lessee in the church or office/program space. The only difference in contract terms is permission to charge and retain a fee for special activities at the church (weddings, etc.). Other basic provisions are outlined in attachment 1.

We recommend approval of this agreement.

POLICY ANALYSIS: This agreement reflects Council's desire to negotiate special rates for the Little Church as expressed in Ordinance 54853, January 28, 1982.

FINANCIAL IMPACT: Total monthly rent for all space will be \$1,037.50. An improvement allowance of \$7,096 for gallery space will be reimbursed over 36 months. Thus the actual payment to City during the first three years of the agreement will be \$840.50 per month.


RONALD R. DARNER, Director
Parks and Recreation Department

RRD:ggh

Attachment

APPROVED:


LOUIS J. FOX
City Manager

ATTACHMENT

BASIC LA VILLITA LEASE AGREEMENT PROVISIONS

1. Five year term.
2. If tenant terminates before entire improvement allowance is "paid back," City incurs no obligation to reimburse full amount of allowance.
3. City approval of interior improvement plans required.
4. Signs subject to approval by Historic Review Board.
5. Tenant responsible for cost of all interior maintenance and upkeep.
6. City provides exterior building and common area maintenance and will provide routine park ranger and/or security guard patrol in the common area.
7. Unusual noise(s)/nuisances prohibited.
8. Insurance: Workman's Compensation, \$100,000; comprehensive general public liability, \$100,000/\$300,000; bodily injury and property damage, \$300,000 (City named additional insured).
9. Active participation in a Tenant's Association subject to Tenant's rights to conduct its business.
10. During NIOSA (for 15 days), tenant will pay rent equal to the utility share (15¢ square foot), maintenance (10¢ square foot) and promotion (04¢ square foot).
11. Tenant agrees to participate in common area arts and crafts shows and other promotional activities.
12. Assignment prohibited without Council approval. Tenant may charge and retain fees for church activities (weddings, etc.)
13. Termination may occur (a) for failure to pay rent, (b) failure to comply with lease provisions after 30 days written notice, (c) bankruptcy, (d) failure to take possession or to open for business.
14. Discrimination prohibited.
15. Hold harmless clause (full indemnification).

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO Request For Ordinance/Resolution	For CMO use only	
Approval			Date Considered Consent <input type="checkbox"/> Individual <input type="checkbox"/> Item No. Ord. No.	
Finance	Budget			
Legal	Coordinator	32		

Date: May 4, 1982	Department: Parks and Recreation	Contact Person/Phone # Ed Baca/299-8480
Date Council Consideration Requested: May 13, 1982	Deadline for Action: Earliest possible opening date	Dept. Head Signature:

SUMMARY OF ORDINANCE.

This ordinance would authorize a five year lease agreement with Reverend David Edmunds for 3,939 square feet of space in La Villita (Church, 1,182 square feet; Starving Artist Gallery, 709 square feet; and food program/administrative offices, 2,048 square feet). A five year renewal option is provided.

Monthly rent for the church space is \$100. Program and administrative space is set at 25¢/foot per month and gallery space to be used for retail activity is placed at 60¢/foot per month. Rationale for these rates follow: Church space rent should approximate utilities cost. Rent on the administrative and food program space will cover exterior maintenance (10¢/foot/month) and utilities (15¢/foot/month). Retail space rate is the same as other La Villita leases. In the latter case, Lessee will be reimbursed \$10 per square foot for interior improvements (\$7,096±) over a three year period. There will be no reimbursement for interior improvements made by Lessee in the church or office/program space. The only difference in contract terms is permission to charge and retain a fee for special activities at the church (weddings, etc.). Other basic provisions are outlined in attachment 1.

We recommend approval of this agreement.

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):

La Villita Lease Proposal Review Committee

Contract signed by other party Yes No

FISCAL DATA (If Applicable)

Not Applicable

Fund No. _____ Amt. Expended _____

Activity No. _____ SID No. _____

Index Code _____ Project No. _____

Object Code _____

Budgetary Implications

Funds/Staffing Budgeted Yes No NA

Positions Currently Authorized NA

Impact on future O & M _____

If positions added, specify class and no.

Comments:

for caption
see attached
ordinance

Not Applicable

Coordinator — White
 Legal — Green
 Budget — Canary
 Finance — Pink
 Originator — Gold

City Council

Ronald R. Darner, Director, Department of Parks and Recreation

File

La Villita Lease Agreement (Reverend David Edmunds)

May 4, 1982

SUMMARY AND RECOMMENDATION: This ordinance would authorize a five year lease agreement with Reverend David Edmunds for 3,939 square feet of space in La Villita (Church 1,182 square feet; Starving Artist Gallery, 709 square feet; and food program/administrative offices, 2,048 square feet). A five year renewal option is provided.

Monthly rent for the church space is \$100. Program and administrative space is set at 25¢/foot per month and gallery space to be used for retail activity is placed at 60¢/foot per month. Rationale for these rates follow: Church space rent should approximate utilities cost. Rent on the administrative and food program space will cover exterior maintenance (10¢/foot/month) and utilities (15¢/foot/month). Retail space rate is the same as other La Villita leases. In the latter case, Lessee will be reimbursed \$10 per square foot for interior improvements (\$7,096) over a three year period. There will be no reimbursement for interior improvements made by Lessee in the church or office/program space. The only difference in contract terms is permission to charge and retain a fee for special activities at the church (weddings, etc.). Other basic provisions are outlined in attachment 1.

We recommend approval of this agreement.

POLICY ANALYSIS: This agreement reflects Council's desire to negotiate special rates for the Little Church as expressed in Ordinance 54853, January 28, 1982.

FINANCIAL IMPACT: Total monthly rent for all space will be \$1,037.50. An improvement allowance of \$7,096 for gallery space will be reimbursed over 36 months. Thus the actual payment to City during the first three years of the agreement will be \$840.50 per month.


RONALD R. DARNER, Director
Parks and Recreation Department

RRD:ggh

Attachment

APPROVED:

LOUIS J. FOX
City Manager