

AN ORDINANCE 2013 - 09 - 05 - 0584

**AUTHORIZING AN AMENDMENT TO AN EXISTING LEASE
AGREEMENT WITH SERENE LODGING, INC. RELATING TO
PROPERTY TAX LIABILITY**

* * * * *

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 ancillary documents and instruments conducive to effectuating the transaction.

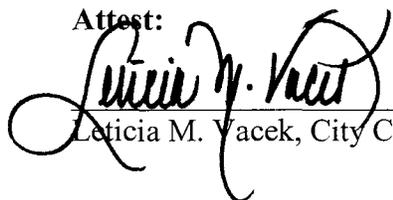
SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 219000000154 and General Ledger 4407720.

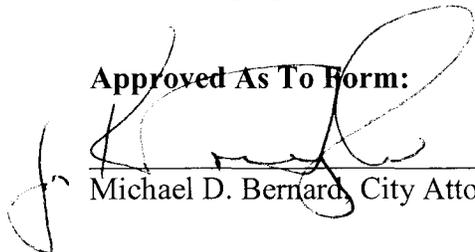
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

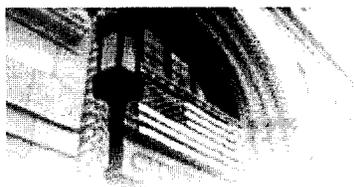
SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 5th day of September 2013.

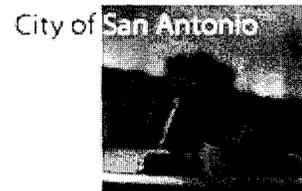

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION



Agenda Voting Results - 10

Name:	5A, 5B, 8, 9, 10, 11, 12, 13, 14A, 14B, 14C, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 16, 17, 18, 19, 20A, 20B, 20C, 20D, 20E, 20F, 20G, 20H, 20I, 20J, 20K, 21, 22, 23, 24, 25, 26A, 26B, 27A, 27B, 28A, 28B, 28C						
Date:	09/05/2013						
Time:	04:12:36 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to an existing lease agreement with Serene Lodging, Inc. for the use of a 13,146 square foot City owned lot located at 302 West Houston Street in Council District 1 to facilitate the Holiday Inn Express located at 120 Camaron Street use of the property for parking purposes. [Ben Gorzell, Chief Financial Officer; Jorge Perez, Director, Building and Equipment 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				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Elisa Chan	District 9	x					
Carlton Soules	District 10		x				

Attachment I

1st Amendment to Lease Agreement

(Parking Lease/Serene Lodging Parking at 302 W. Houston St.)

This 1st Amendment to Lease Agreement is entered into between Tenant and the City of San Antonio (Landlord).

1. Identifying Information.

Authorizing Ordinance:

Tenant: Serene Lodging, Inc.

Tenant's Address: 7300 Blanco Road, Suite 701, San Antonio, Texas 78216

Lease: Parking Lease/Serene Lodging Parking at 302 W. Houston St. between Landlord and Tenant relating to parking at 302 w. Houston and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing
Original Lease: 2012-04-05-0243

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease.

3. Real Property Ad Valorem Taxation.

3.01. Tenant has paid \$4,051.96 toward taxes on the Premises that are past-due on the date of this Agreement. Landlord accepts that payment as full and final satisfaction of any obligation Tenant has regarding those past-due taxes.

3.02. As to taxes not past due on the date of this agreement, Tenant must pay timely before delinquency all real estate ad valorem taxes imposed either on its leasehold interest in the Premises or on Landlord's fee-simple interest in the Premises. Tenant may contest the tax appraisal of the Premises at its own expense, but no such contest may cause the taxes to become delinquent.

4. 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 the date of Landlord's signature on this amendment.

5. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

6. Public Information.

Landlord 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.

Landlord

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tenant

Serene Lodging, Inc., a Texas corporation

Signature: _____

Printed Name: Atul Patel

Title: VP

Date: 6/3/13

Attest:

City Clerk

Approved as to Form:

City Attorney