LB
3/20/14
Item No. 20

AN ORDINANCE 2014-03-20-0183

AUTHORIZING THE ASSIGNMENT OF PARKING RIGHTS FROM THE CARVER ACADEMY, INC. TO IDEA PUBLIC SCHOOLS AND APPROVING THE FIRST AMENDMENT TO THE CROSS PARKING LICENSE AGREEMENT WITH THE IDEA PUBLIC SCHOOLS.

* * * * *

WHEREAS, the City and Carver Academy, Inc. ("Carver Academy") entered into a Cross Parking License Agreement ("Agreement") pursuant to Ordinance No. 93656 passed and approved on March 29, 2001, which allowed each entity to utilize the others parking facilities; and

WHEREAS, the Carver Academy transferred operation and ownership of its school to IDEA Public Schools ("IDEA") and officially assigned all of its rights, title and interest in existing license agreements to IDEA through a Bill of Sale dated June 1, 2012; and

WHEREAS, the construction of additional parking for the Carver Community Cultural Center was part of the 2012 Bond Program and bond funds were used to purchase property along North Olive Street, on which IDEA will design and construct a City-owned parking lot, and such funds will be used by the City to design and construct additional parking behind the Little Carver Civic Center; and

WHEREAS, the City wishes to modify the Agreement to incorporate IDEA, extend the term, and include additional parking; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Assignment and First Amendment to the Cross Parking License Agreement are authorized and approved. The City Manager, or her designee, is authorized to sign the Assignment and First Amendment, a copy of which, previously executed by IDEA, is attached to this Ordinance as **Exhibit I**.

SECTION 2. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 20th day of March, 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:	**20 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 11A, 11B, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 25, 27, 31, 31A, 31B)**
Date:	03/20/2014
Time:	09:30:59 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the Assignment of parking rights from the Carver Academy to IDEA Public Schools (IDEA Carver Academy) and approval of the First Amendment to the Cross Parking License Agreement with the IDEA Public Schools. [Ed Belmares, Assistant City Manager; Michael J. Sawaya, Director, Convention and Sports Facilities]
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				
Rey Saldaña	District 4		x			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				

Exhibit I

ASSIGNMENT AND FIRST AMENDMENT
TO
CROSS PARKING LICENSE AGREEMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this Assignment and First Amendment to the Cross Parking License Agreement ("First Amendment") is entered into by the CITY OF SAN ANTONIO, a Texas Municipal corporation ("City"), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. _____, passed and approved on _____, 2014, and IDEA Public Schools ("IDEA"), acting by and through its duly authorized designated officer.

A. City and the Carver Academy, Inc. entered into the Cross Parking License Agreement ("Agreement") pursuant to City of San Antonio Ordinance No. 93656, dated March 29, 2001.

B. The Carver Academy transferred operation and ownership of its school to IDEA and officially assigned all its rights, title and interest in existing license agreements to IDEA through a Bill of Sale dated June 1, 2012. Per Section 8.1 of the Agreement, all rights, duties and privileges of the Agreement are assigned to IDEA.

C. City and IDEA agree to amend specific provisions of the Agreement as set out in this First Amendment.

1. **All references in the Agreement to the Carver Academy, Inc. or the Carver shall be changed to reference IDEA.**

2. **<u>Section 1.1</u> shall be modified by deleting the second sentence and replacing it with the following:**

   "As further consideration for the use of such parking lot, it is stipulated that the CITY owns a tract of land commonly known as the Carver Community Cultural Center and Little Carver Building, described as shown on the attached Exhibit 3 ("City Property"), and CITY grants to IDEA a license for the non-exclusive use, in common with use by the CITY and the public, of the CITY parking lot located at 215 North Hackberry Street, at the Carver Administrative Building (Annex), and once constructed the parking lot at 226 North Hackberry at the Little Carver, as shown on the plat attached as Exhibit 4 and alternately identified as "Licensed Premises B" or "CITY PREMISES."

3. **<u>Section 1.1</u> shall be further modified by deleting the last sentence.**

4. **<u>Exhibits 3 and 4</u> shall be deleted in their entirety and replaced with Exhibits 3 and 4 that are attached to this First Amendment.**

5. Section 1.2 shall be added as follows:

   "Once the CITY is in possession of all the property along Olive Street depicted in Exhibit 5, IDEA shall design and construct a parking lot ("Olive Street Lot") to be built upon such premises, in coordination with the neighborhood association and in accordance with the provisions of the contract for sale and deed ("Deed") for the property located at 1511 East Commerce Street, San Antonio, Texas 78205 . The CITY shall own all improvements made to the premises. The design and construction shall comply with all applicable codes and regulations. IDEA shall be responsible for obtaining all necessary licenses and permits and shall coordinate with all appropriate CITY departments required per UDC, including the Office of Historic Preservation. IDEA shall be responsible for providing a gate with a lock to secure the lot. Construction of the Olive Street Lot must be completed by the date required in the Deed. In the event such construction is not completed by that date, City shall have the right to terminate all or part of this Agreement."

6. Exhibit 5 shall be deleted in its entirety and replaced with Exhibit 5 that is attached to this First Amendment.

7. Section 1.3 shall be added as follows:

   "Licensed Premises A, Licensed Premises B and Licensed Premises C are located in San Antonio, Bexar County, Texas and may be designated individually or collectively as "Premises" in this Agreement as the context applies."

8. Section 2.2 shall be modified by deleting "designated as Buildings "G" and "J"" from the last sentence and replace such language with the word "depicted." "IDEA shall have the right to the Olive Street Lot identified in Exhibit 5 for IDEA's use during school hours.. "School hours" are hereinafter defined as Monday-Friday 6AM to 5PM. "School hours" do not include "Break" periods including Thanksgiving break, Winter break, Spring break, and Summer Break. These Break periods vary slightly from year to year, and IDEA shall notify the CITY of such Break periods and school calendar by May 1 of the preceding school calendar year. City shall be entitled to utilize the Olive Street Lot indentified in Exhibit 5 for up to twenty events per year during School hours, provided that City gives IDEA 21 days notice ("City Events"). During such City Events, IDEA may park up to 20 vehicles in the Olive Street Lot."

9. Section 3.1 shall be modified to add the following as the third sentence:

   "Following completion of construction of the Olive Street Lot, CITY shall have the opportunity to inspect the Olive Street Lot and CITY's use of said lot shall be conclusive evidence of its acceptance of such lot for its intended use."

10. Section 4.1 shall be modified to add the following to the end of the Section:

    "..., with the exception of the Olive Street Lot depicted in Exhibit 5. IDEA shall be responsible for all maintenance of the Olive Street Lot for the duration of this Agreement."

11. Section 4.2 shall be modified to add the following as the third sentence:

    "IDEA shall be responsible for all landscaping and lighting at the Olive Street Lot for the duration of this Agreement."

12. Section 4.3 shall be deleted in its entirety and replaced with the following:

    "IDEA and CITY agree that each party will be responsible for security at all Premises used under this Agreement for their respective events. When required, the parties agree to provide security codes to the other party for the limited use of access to the Premises. Each party will use its best efforts to prevent improper use of the codes and protect the privacy of the codes.

13. Section 5.1 shall be modified to reflect an Initial Term of forty (40) years.

14. Sections 5.2 and 21.1 shall be modified to substitute "CEO" for the "IDEA Board."

15. Section 12.1 by deleting the notice information for CITY and replacing it with:

    "Michael Sawaya
    Director, Convention and Sports Facilities
    200 East Market Street
    San Antonio, Texas 78205"

    And by deleting the notice information for the Carver Academy and adding the following notice information for IDEA:

    "Wyatt Truscheit
    Chief Financial Officer
    IDEA Public Schools
    505 Angelita Dr., Ste. 9
    Weslaco, TX 78596"

16. The Parties agree that the effective Commencement Date of the Agreement is May 4, 2001.

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED to be effective this ____ day of _____, 2014.

CITY OF SAN ANTONIO

_____
Sheryl Sculley
City Manager

IDEA PUBLIC SCHOOLS

_____
Wyatt Truscheit
Chief Financial Officer

ATTEST:

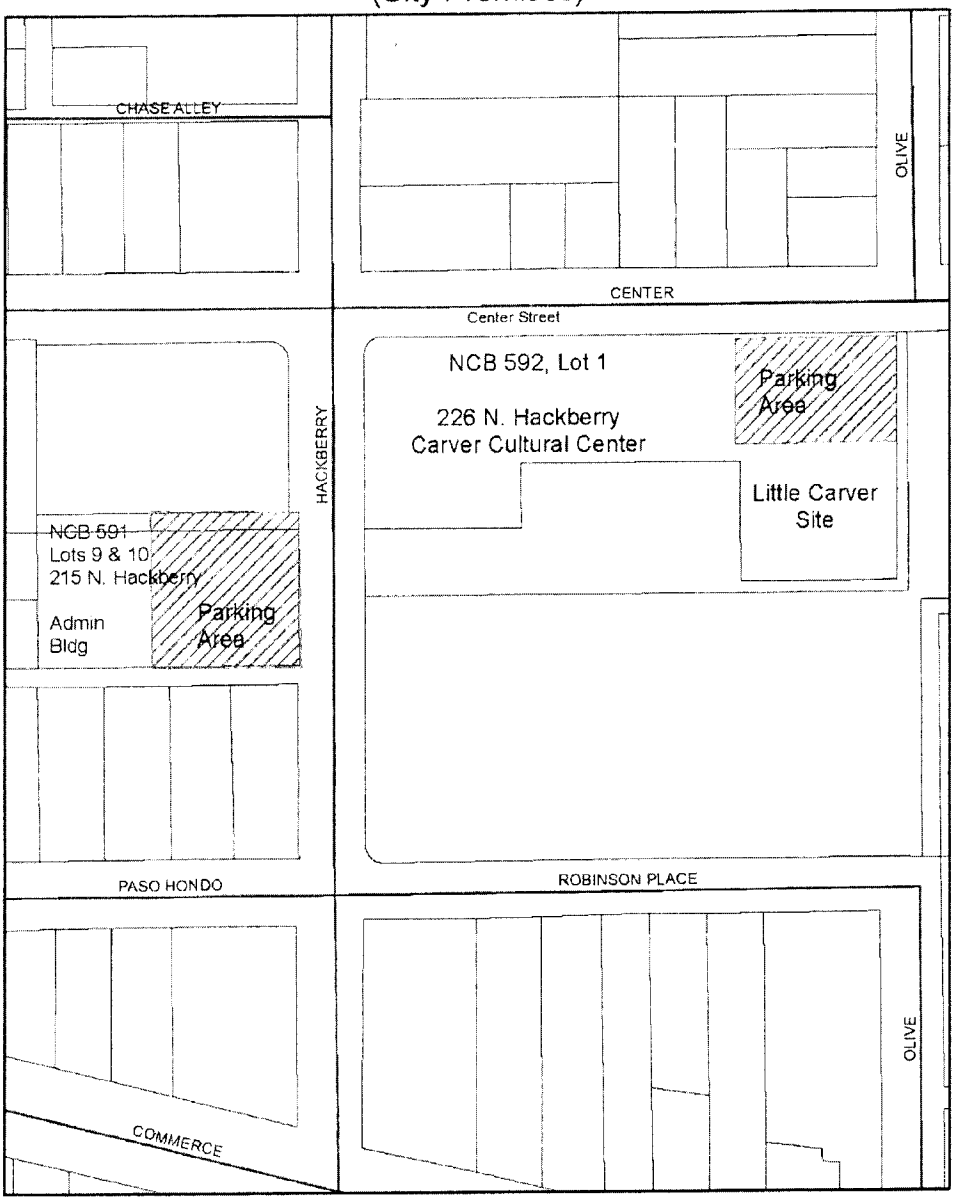
_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

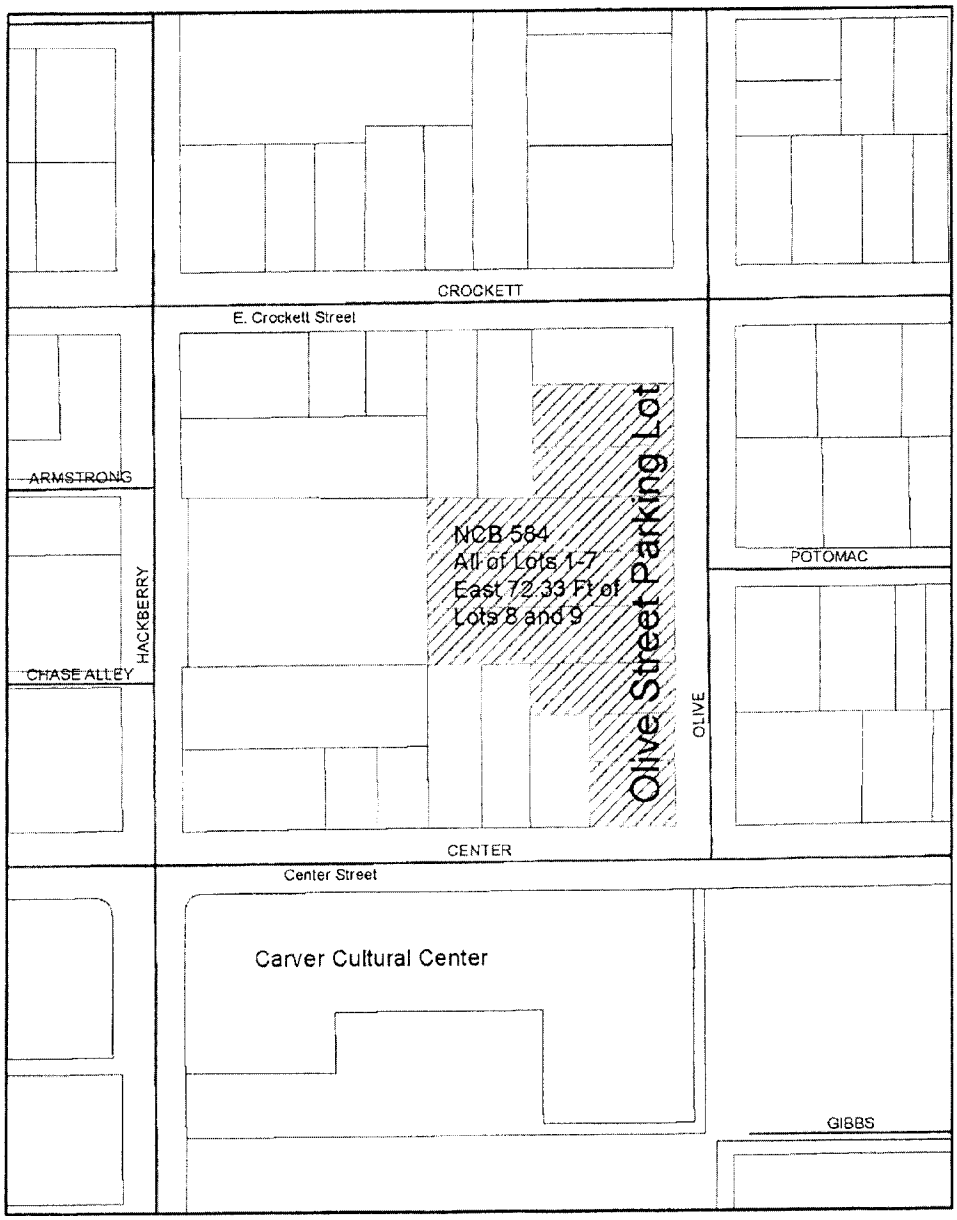
Exhibit 3
Carver Community Cultural Center and Little Carver Bldg
(City Premises)

Exhibit 4 - City-owned
Carver Community Cultural Center and Little Carver Building Parking
Licensed Premises
(City Premises)



Parking Area

Exhibit 5 - City-owned Olive Street Parking Lot
Licensed Premises
(City Premises)



Parking Area