NHR
8/07/14
Item No. 17A

**AN ORDINANCE** 2014-08-07-0533

**AUTHORIZING AN AMENDMENT TO A LEASE AGREEMENT WITH AM HANGAR, LLC AT THE SAN ANTONIO INTERNATIONAL AIRPORT.**

* * * * * *

**WHEREAS,** on January 15, 2009, by Ordinance 2009-01-15-0017, City Council authorized a Lease Agreement for a three year term with two one-year options with AM Hangar, LLC for ground space and hangar space for operation of a locally based fixed-wing air ambulance service in South Texas at the San Antonio International Airport; and

**WHEREAS,** on June 14, 2012, by Ordinance No. 2012-06-14-0431, City Council authorized an Amendment to the Lease Agreement for a five year lease extension; and

**WHEREAS,** the parking areas for the Tenant and adjacent tenants have been re-configured, resulting in the necessity of a Second Amendment to the Lease Agreement depicting the location of the tenant parking area within the Leased Premises; **NOW THEREFORE,**

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

**SECTION 1.** The City Manager or her designee is hereby authorized to execute the Second Amendment to the existing Lease Agreement with AM Hangar, LLC, which Second Amendment amends the location of the Leased Premises to depict the tenant parking area, a copy of which amendment is set out in **Exhibit 1.**

**SECTION 2.** This Ordinance shall take effect immediately upon receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED and APPROVED** this 7th day of August, 2014.

Ivy R. Taylor

**M A Y O R**
Ivy R. Taylor

**ATTEST:**

Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

Robert F. Greenblum, City Attorney

| | |
|---|---|
| **Agenda Item:** | **17A ( in consent vote: 6, 7, 8, 9, 12, 13, 15, 16, 17A, 17B, 17C, 17D, 18, 19, 21, 22, 23, 24, 25, 26, 27 )** |
| **Date:** | 08/07/2014 |
| **Time:** | 11:34:24 AM |
| **Vote Type:** | Motion to Approve |
| **Description:** | An Ordinance authorizing an amendment to a lease agreement with AM Hangar to redraw the boundaries of the leasehold while maintaining the same square footage. |
| **Result:** | Passed |

| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
|---|---|---|---|---|---|---|---|
| Ivy Taylor | Mayor | | x | | | | |
| Diego Bernal | District 1 | | x | | | | |
| | District 2 | x | | | | | |
| Rebecca Viagran | District 3 | | x | | | | x |
| Rey Saldaña | District 4 | | x | | | x | |
| Shirley Gonzales | District 5 | | x | | | | |
| Ray Lopez | District 6 | x | | | | | |
| | District 7 | x | | | | | |
| Ron Nirenberg | District 8 | | x | | | | |
| Joe Krier | District 9 | | x | | | | |
| Michael Gallagher | District 10 | | x | | | | |

# EXHIBIT 1

**SAN ANTONIO INTERNATIONAL AIRPORT**
**SECOND AMENDMENT OF LEASE**

**THIS SECOND AMENDMENT OF LEASE** ("Second Amendment") is entered into by and between **AM Hangar, LLC** ("Lessee"), a Texas limited liability company, acting by and through its managing member; and the **City of San Antonio** ("City" or ""Lessor") acting by and through its City Manager pursuant to Ordinance No._____ passed and approved on _____, which Second Amendment is set forth as follows:

**WHEREAS**, City and Lessee entered into that certain San Antonio International Airport Lease on January 30, 2009, pursuant to Ordinance No. 2009-01-15-0017 (hereinafter the "Lease); and

**WHEREAS,** City and Lessee entered into an Amendment of Lease pursuant to Ordinance No. 2012-06-14-0431, approved on June 14, 2012; and

**WHEREAS,** the parking areas for the Tenant and adjacent tenants have been re-configured, resulting in the necessity of changing the exhibit which depicts the location of the Leased Premises;

**NOW THEREFORE:** in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby acknowledged, Lessee and City agree:

I. Article 1, Description of Leased Premises of the Lease Agreement is hereby modified to replace Exhibit 1 attached to the Lease with **Exhibit 1** attached hereto and incorporated by reference.

II. This Second Amendment sets forth the entire agreement between the parties. Unless modified herein, the terms and conditions of the Lease, as amended by the Amendment of Lease and this Second Amendment remain in full force and effect.

III. The Second Amendment shall be effective upon execution by City.

IV. This Second Amendment is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

*[signature page follows]*

**IN WITNESS WHEREOF**, the undersigned have duly executed this Second Amendment of Lease as of the dates set forth below.

**CITY OF SAN ANTONIO**
A Texas home-rule municipality

By:_____
Sheryl Sculley, City Manager

Date:_____

**AM HANGAR, LLC**
**A Texas limited liability company**

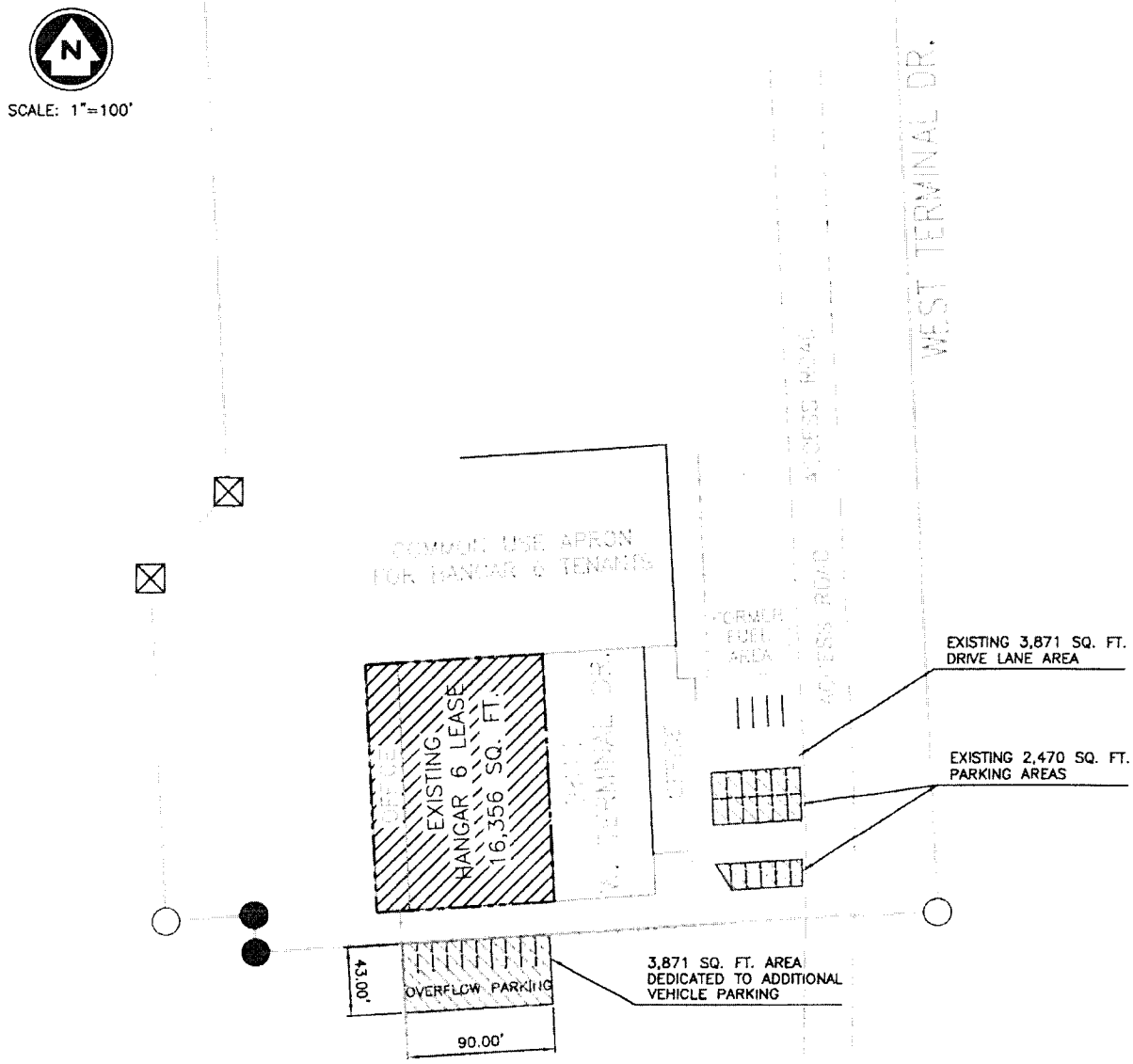
By:_____
Joe V. McCart, Managing Member

Date: 6-18-14

Approved as to form:

_____
City Attorney

**EXHIBIT 1**
**Leased Premises**




RE–CONFIGURATION OF VEHICLE PARKING

*SAN ANTONIO INTERNATIONAL AIRPORT*
*9611 W. Terminal Dr., Hangar 6*
*AM HANGAR, LLC*

SAN ANTONIO