

AN ORDINANCE 2012-06-07-0404

AUTHORIZING RENEWAL OF TWO GROUND LEASES WITH THE GREATER SAN ANTONIO CHAMBER OF COMMERCE, FOR LAND LOCATED AT 602 EAST COMMERCE STREET IN COUNCIL DISTRICT 1, THE RENEWAL TO RUN UNTIL JULY 31, 2038 AT NO RENT.

* * * * *

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

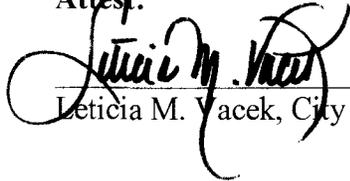
SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument with Greater San Antonio Chamber of Commerce in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. 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.

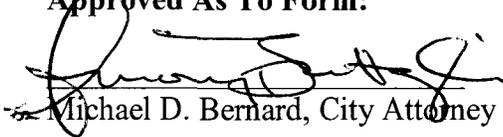
SECTION 2. The RFCA system does not provide for any fiscal language for this ordinance.

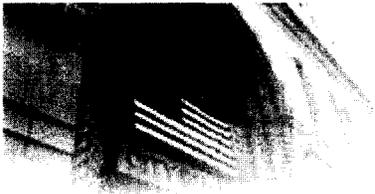
SECTION 3. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 7th day of June 2012.


M A V O R
Julián Castro

Attest:

Leticia M. Yacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 9

Name:	4, 7A, 7B, 8A, 8B, 9, 11, 12, 13, 14, 15						
Date:	06/07/2012						
Time:	09:25:30 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the renewal of two ground lease agreements presently in force with the Greater San Antonio Chamber of Commerce, for land owned by the City located at 602 East Commerce Street in Council District 1 for renewal terms that will terminate July 31, 2038 at no charge for rent. [Ben Gorzell, Chief Financial Officer; Jorge A. 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				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Attachment I

Extension-of-Lease-Term Agreement

(Greater Chamber of Commerce Ground and Patio Leases, 602 East Commerce Street)

This Extension-of-Lease-Term Agreement pertains to two separate leases between Tenant and the City of San Antonio ("Landlord"). This Agreement is authorized by Ordinance _____.

1. 1988 Lease.

Tenant: Greater San Antonio Chamber of Commerce

Tenant's Address: P.O. Box 1628, San Antonio, Texas 78296

Lease: Ground Lease Agreement between Landlord and Tenant dated July 14, 1988 and authorized by the Ordinance Authorizing Original 1988 Lease

Ordinance Authorizing Original 1988 Lease: Ordinance 67507, dated July 14, 1988

Beginning of Renewal Term August 1, 2013

Expiration of Renewal Term July 31, 2038

2. 1999 Lease.

Tenant: Greater San Antonio Chamber of Commerce

Tenant's Address: P.O. Box 1628, San Antonio, Texas 78296

Lease: Ground Lease Agreement (The Greater San Antonio chamber of Commerce) (West Patio Area) between Landlord and Tenant dated April 15, 1999 and authorized by the Ordinance Authorizing Original 1999 Lease

Ordinance Authorizing Original 1999 Lease: Ordinance 89031 dated January 7, 1999

Beginning of Renewal Term August 1, 2013

Expiration of Renewal Term July 31, 2038

3. Both Instruments.

The extension of the terms of both the 1988 Lease and the 1999 Lease are governed by this instrument, and any reference to Lease or Leases refers to both leases.

4. Renewal.

The term of the Leases is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

5. Rent.

5.01. Rent during the extended term for the 1988 Lease is at no charge.

5.02. Rent during the extended term for the 1999 Lease is at no charge.

6. Evidence of Fund Raising

Pursuant to Section 3.2 of both the 1988 Lease and 1999 Lease, the Tenant must demonstrate to Landlord that it has raised sufficient capital to maintain the Premises in Class A condition in the case of the office improvements and good condition in the case of the patio improvements. Landlord acknowledges that all conditions precedent to the exercise of the renewal options for the Leases have been satisfied by Tenant.

7. Present Condition of the Premises.

Landlord has inspected the Premises and concurs that Tenant satisfactorily maintained them during the previous term and that the existing improvements are in generally good condition. Landlord has not examined the structural integrity of the improvements and makes no representations as to the structural condition of the improvements, nor has Tenant offered any evidence of any issues related to the structural soundness of the existing improvements.

8. No Default.

Neither Landlord nor Tenant is in default under the Leases, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

9. Same Terms and Conditions.

This renewal instrument is a fully integrated statement of the modifications to the Leases. Except as expressly modified by this renewal, the Leases remain comprehensive statements of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Leases as modified by this agreement. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

10. Public Information.

Tenant 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Greater San Antonio Chamber of Commerce, a Texas nonprofit corporation

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney