AZJ
1/12/2016
Item No. 9

AN ORDINANCE 2016-01-14-0005

AUTHORIZING THE ASSIGNMENT OF AN AGREEMENT FOR REMOVAL OF DOWNTOWN PARKING METERS FROM BOAR 2000, LLC TO THE FEDERAL RESERVE BANK OF DALLAS IN CITY COUNCIL DISTRICT 1.

* * * * *

WHEREAS, In 2014, the Federal Reserve Bank of Dallas relocated within downtown San Antonio to the building at 402 Dwyer, owned by Boar 2000, LLC, and to comply with federal security requirements Boar 2000 contacted the City of San Antonio to request removal of 10 on-street parking meters adjacent to the building; and

WHEREAS, On June 12, 2014, City Council approved Ordinance 2014-06-12-0434 which authorized removal of the 10 parking meters; and

WHEREAS, The Federal Reserve Bank has now requested the payment agreement be assigned from Boar 2000 to the Federal Reserve Bank in order to simplify and expedite payment processing; **NOW THEREFORE,**

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 a consent agreement substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions reasonably necessary or convenient 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. There is no fiscal language associated with 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 **14th** day of **January, 2016.**

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for **Martha G. Sepeda, Acting City Attorney**

Agenda Item:	**9 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 20A, 20B, 21A, 21B, 21C, 21D, 21E)**
Date:	01/14/2016
Time:	09:18:26 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving the assignment of an agreement for removal of downtown parking meters from Boar 2000, LLC to the Federal Reserve Bank of Dallas. [Lori Houston, Assistant City Manager; John Jacks, Interim Director, Center City Development & Operations Department]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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			x	

Attachment I

CITY OF SAN ANTONIO CONSENT

ASSIGNMENT OF PARKING METER REMOVAL AGREEMENT

WHEREAS, the City of San Antonio, a Texas Municipal Corporation ("**CITY**"), acting by and through its City Manager pursuant to Ordinance No. 2014-06-12-0434, passed and approved by the City Council on June 12, 2014, entered into that certain Parking Meter Removal Agreement ("**AGREEMENT**") with **BOAR 2000, LLC**, a Texas Limited Liability Corporation ("**ASSIGNOR**"), for the City to remove 10 on-street parking meters adjacent to property at 402 Dwyer, which is attached as Exhibit A and incorporated herein for all purposes; and

WHEREAS, on December 15, 2014, Assignor sold the property at 402 Dwyer to 2951 Granger, LLC; and

WHEREAS, BOAR 2000, LLC is current on payments under the **AGREEMENT**; and

WHEREAS, BOAR 2000, LLC desires, as **ASSIGNOR**, to convey and assign its interest under the **AGREEMENT** to **FEDERAL RESERVE BANK OF DALLAS** as **ASSIGNEE**; and

WHEREAS, said assignment requires the prior approval of **CITY**; and

WHEREAS, ASSIGNEE desires to assume from **ASSIGNOR** all of **ASSIGNOR'S** rights, title, interest, benefits, and obligations in and to the **AGREEMENT**, including payment of fees; and

WHEREAS, CITY desires to give its consent to **ASSIGNOR'S** assignment of **ASSIGNOR'S** interest in the **AGREEMENT** to **ASSIGNEE** and to **ASSIGNEE'S** assumption of **ASSIGNOR'S** obligations thereunder; **NOW THEREFORE,**

In consideration of the mutual covenants and agreements set forth below and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONVEYANCE AND ASSIGNMENT. **ASSIGNOR** does hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver to **ASSIGNEE** all of **ASSIGNOR'S** rights, title, and interest in and to the **AGREEMENT (the "ASSIGNMENT")**, including and also without limitation, all of the rights, duties, obligations, and liabilities of **ASSIGNOR** in, to, and under the **AGREEMENT** to pay compensation and to observe and perform all other covenants and duties of **ASSIGNOR** there under.

2. ASSUMPTION. By its execution hereof, **ASSIGNEE** acknowledges and accepts the **ASSIGNMENT** and delegation and expressly assumes, confirms and agrees to pay and perform, comply with and observe all of the covenants, agreements, terms, conditions, obligations, duties and liabilities of **ASSIGNOR** under the **AGREEMENT**, regardless of when such covenants, agreements, terms, conditions, obligations, duties and liabilities accrued, arose, or were incurred, together with all outstanding and future obligations of any kind whatsoever related thereto as and when due to be paid and performed.

3. CONSENT. **CITY** hereby consents to the assignment, acceptance and assumption by **BOAR 2000, LLC,** as **ASSIGNOR**, and the assumption by **FEDERAL RESERVE BANK OF DALLAS**, as **ASSIGNEE,** of said **AGREEMENT**, originally approved by City Council pursuant to Ordinance No. 2014-06-12-0434 passed and approved by the City Council on June 12, 2014.

4. APPLICABLE LAW. This assignment and any actions arising out of or relating to this **ASSIGNMENT** shall be governed by and construed and interpreted in accordance with the laws of the state of Texas without regard to the conflict of law provisions thereof.

5. ACKNOWLEDGEMENT OF READING. The parties hereto acknowledge that they have thoroughly read this **ASSIGNMENT**, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel which was necessary for them to form a full and complete understanding of their rights and obligations herein, each being represented by separate agents and/or attorneys, and having done so, do hereby execute this document.

6. REPRESENTATIONS AND WARRANTIES. **ASSIGNOR** and **ASSIGNEE** hereby represent and warrant that each has the full power, authority and right to execute, deliver and perform its obligations hereunder. The execution, delivery and performance by **ASSIGNEE** and **ASSIGNOR** of this **AGREEMENT** and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action.

7. AMENDMENTS. This **ASSIGNMENT** document may be amended or modified only by an instrument in writing signed by CITY, ASSIGNOR and ASSIGNEE.

8. AMBIGUITIES NOT TO BE CONSTRUED AGAINST PARTY WHO DRAFTED CONTRACT. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this **ASSIGNMENT**.

9. SUCCESSORS AND ASSIGNMENT. This consent and **ASSIGNMENT** shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of **CITY**, **ASSIGNOR** and **ASSIGNEE**; provided, however, that neither **ASSIGNOR** nor **ASSIGNEE** may assign or otherwise transfer its rights hereunder, without **CITY's** prior written consent.

10. COUNTERPARTS. This **ASSIGNMENT** and consent may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties may execute this **ASSIGNMENT** by signing any such counterpart; provided, this **ASSIGNMENT** shall not become effective prior to **CITY** having received counterpart(s) signed by all of the intended parties.

11. SEVERABILITY. If any provision of this **ASSIGNMENT** shall be declared by any regulator or court of competent jurisdiction illegal, void or unenforceable (in whole or in part) for any reason, the remaining provisions of this **ASSIGNMENT** shall not be affected, but shall remain in full force and effect.

12. HEADINGS. Headings appearing herein are used solely for convenience and are not intended to affect the interpretation of any provision of this **ASSIGNMENT**.

13. PUBLIC INFORMATION. The parties acknowledge 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 **ASSIGNMENT** waives an otherwise applicable exception to disclosure.

EXECUTED this the _____ day of _____, 2016.

ASSIGNOR:
BOAR 2000, LLC

_____
Signature

_____
Printed Name

_____
Title

ASSIGNEE:
FEDERAL RESERVE BANK OF DALLAS

_____
Signature

_____
Printed Name

_____
Title

_____
Mailing Address

_____
Business Telephone Number

CITY:
CITY OF SAN ANTONIO, a Texas Municipal Corporation

ATTEST:

Lori Houston, Assistant City Manager

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

AN ORDINANCE 2014-06-12-0434

AUTHORIZING AN AGREEMENT WITH BOAR 2000, LLC FOR REMOVAL OF TEN DOWNTOWN PARKING SPACES TO ACCOMMODATE FEDERAL RESERVE BANK SECURITY REQUIREMENTS.

* * * * *

WHEREAS: The Federal Reserve Bank is relocating within downtown San Antonio to the building located at 402 Dwyer, which is owned by Boar 2000, LLC; and.

WHEREAS: At present, the building is being finished out to accommodate the Federal Reserve Bank, which requires no on-street parking adjacent to the building in order to comply with federal security requirements; and

WHEREAS: Boar 2000 has requested the City remove 10 on-street parking spaces, which are adjacent to 402 Dwyer; and

WHEREAS: Approval of this ordinance will enable the Federal Reserve Bank to remain downtown at a location that meets federal security requirements regarding on-street parking; and

WHEREAS: The agreement will renew automatically as long as the Federal Reserve Bank remains at this location; **NOW THEREFORE,**

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 BOAR 2000, LLC 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 consummate the transaction contemplated by the attached instrument according to its terms. They should further take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 53001000, Internal Order 219000000128 and General Ledger 4401120.

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 City Code of San Antonio § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 12th day of June 2014.

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Robert F. Greenblum, City Attorney

CITY OF SAN ANTONIO
AGENDAS

File #: 14-1216
Type: [illegible]
In control: [illegible]
On agenda: [illegible]
Agenda number: [illegible]
Attachments: [illegible]
Date: [illegible]

DEPARTMENT: Center City Development Office

DEPARTMENT HEAD: Lori Houston

COUNCIL DISTRICTS IMPACTED: 1

SUBJECT:

Agreement with Bear 2000 for Federal Reserve Bank Parking Lease

SUMMARY:

An Ordinance authorizing an agreement with Bear 2000 for the City of San Antonio to reserve a total of 10 parking spaces on Old Guilbeau and Ashley Streets in order to facilitate security requirements of the Federal Reserve Bank, which leases the adjacent building from Bear 2000.

BACKGROUND / INTRODUCTION:

The Federal Reserve Bank is relocating to San Antonio from San Antonio to the building located at 401 Donna, which is owned by Bear 2000, LLC. As partner, the building is being leased out to accommodate the Federal Reserve Bank, which requires no-overnight parking adjacent to the building in order to comply with federal security requirements. Therefore, Bear 2000 has requested the City reserve 10 no-overnight parking spaces, which are adjacent to 401 Donna. Bear 2000 will reimburse the City $1,207.00 for the first year of lost parking revenue with the City's revenue increasing 3% annually. The agreement will renew automatically as long as the Federal Reserve Bank occupies at the location.

ISSUE:

It is the City's policy to enter agreement for reserved of parking spaces when possible to discourage the establishment of bad revenue. Approval of this ordinance will enable the Federal Reserve Bank to operate operations in a manner that meets federal security requirements regarding controlled parking.

ALTERNATIVES:

The City could choose not to reserve parking spaces on Old Guilbeau and Ashley Streets to accommodate the Federal Reserve Bank's operations. Alternative.

FISCAL IMPACT:

Under terms of the agreement, first year reimbursement fee to the City shall be $1,207.00, increasing annually by 3%. Revenue from this agreement shall be deposited to the Parking Fund.

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

RECOMMENDATION:

Staff recommends approval of this agreement with Bear 2000 for the City of San Antonio to reserve a total of 10 parking spaces on Old Guilbeau and Ashley Streets in accommodation the Federal Reserve Bank's site security requirements.

AZJ
01/14/2016
Item No. 9

Parking Meter Removal Agreement

Authorizing Ordinance: 2014-06-12-0434

BOAR 2000: Boar 2000

BOAR 2000's Address: 510 West 15th, Austin, TX 78701

City: City of San Antonio, Center City Development and Operations Department

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966

Background:

The Federal Reserve Bank is relocating within downtown San Antonio to the building located at 402 Dwyer, which is owned by Boar 2000, LLC ("Boar 2000"). At present, the building is being renovated to accommodate the Federal Reserve Bank, which requires no on-street parking adjacent to the building in order to comply with federal security requirements. Therefore, Boar 2000 has requested the City remove 10 on-street parking spaces, which are adjacent to 402 Dwyer.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Meter Removal**. City will remove and refrain from re-installing 10 metered-parking spaces in the area marked on **Exhibit A** during the term of this Agreement.

2. **Term**. The billing cycle for this agreement runs from July 1through June 30th of each year. This agreement continues indefinitely for so long as Boar 2000 timely pays the sums due under this Agreement and for so long as neither party terminates as allowed in this agreement.

3. **Compensation for Lost Revenue**.

3.01. Payment for a billing cycle is due in advance no later than July 1st of the year in which the billing cycle begins.

3.02. For the billing cycle ending June 30, 2015, Boar 2000 must pay to City $1107.00 no later than July 1, 2014. For all subsequent billing cycles, the amount owing is the previous year's payment multiplied times 1.03.

4. **Early Termination**. Either party may terminate this agreement without cause on

120-calendar-days' prior written notice to the other.

5. **City Termination.** If City cancels this Agreement other than for Boar 2000's failure to pay, subject to the appropriation of available funds by the San Antonio City Council, and upon presentment of a statement by Boar 2000, City will reimburse BOAR 2000 the portion of Boar 2000's prepaid compensation allocable to the period after City's cancellation.

6. **Binding Nature, Assignments.** This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this agreement without the consent of the other.

7. **Notices.**
Notices must be in writing and by certified mail, return receipt requested, or by independent delivery service addressed to the parties at their respective addresses set forth below. If sent by certified mail, notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. If sent other than by certified mail, notice is complete on the date shown on the receipt. Address for notice may be changed by giving notice.

If to City:	If to Boar 2000:
City of San Antonio, Center City Development Office P.O. Box 839966 San Antonio, Texas 78283-3966	Boar 2000, LLC 510 West 15th Austin, TX 78701

Remainder of Page Intentionally Left Blank

8. Not Conveyance. This Agreement does not convey title to or any interest in real property.

In Witness Whereof, the parties have hereunto caused their representatives to set their hands:

City:	**Boar 2000, LLC:**
City of San Antonio, a Texas municipal corporation	**Boar 2000, LLC**
Signature: for	Signature:
Printed Name: Carlos J. Contreras, III	Printed Name: Don Appling
Title: Assistant City Manager	Title: President
Date: 7/2/14	Date: 5-29-14

Approved As To Form:

for City Attorney

Attest:

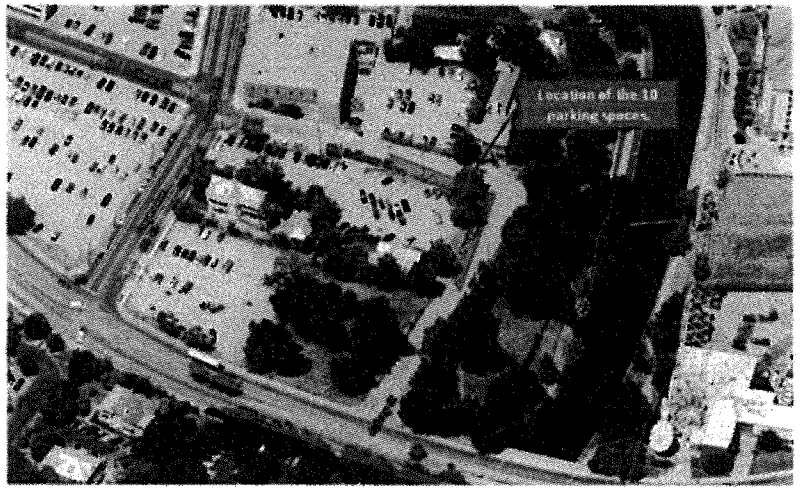
City Clerk

CITY OF SAN ANTONIO TEXAS

AZJ
xx/xx/2014
Item No.

Exhibit A

Exhibit A- Parking Spaces to Be Removed



The 10 parking spaces to be removed are located at the corner of Old Guilbeau Street and Aubrey Street.