

AN ORDINANCE 2008-02-21-0134

AUTHORIZING AN AMENMDMENT TO THE LEASE WITH HAWKER BEECHCRAFT SERVICES, INC. AT SAN ANTONIO INTERNATIONAL AIRPORT TO ADD 53,214 SQUARE FEET OF GROUND SPACE, LOCATED IN TWO REMNANT AREAS ADJACENT TO THE LEASEHOLD, WITH ASSOCIATED RENTALS OF \$11,212.19 PER YEAR.

* * * * *

WHEREAS, Hawker Beechcraft Services, Inc. ("Lessee") has requested to amend its existing lease at San Antonio International Airport, known as Lease No. 122022, to add 53,214 square feet of ground space to the leased premises; and

WHEREAS, the City is able and willing to grant Lessee's request; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute the attached Lease Amendment No. 2, amending Lease No. 122022 to add 53,214 square feet of ground space to the leased premises and providing for associated rentals.

SECTION 2. Funds generated by this ordinance are to be deposited into Fund 51001000 Aviation Operations and Maintenance, Internal Order 233000000004 Aviation Service Area, General Ledger 4409040 Aviation Ground Rental Non Aviation.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 21st day of February, 2008


MAYOR
PHIL HARDBERGER

ATTEST: 

City Clerk

APPROVED AS TO FORM: 

for City Attorney

LEASE AMENDMENT NO. 2

This **AMENDMENT** of Lease is entered into, pursuant to Ordinance _____ of _____, by and between the **City of San Antonio** ("City"), a Texas municipal corporation, acting by through its City Manager, and **Hawker Beechcraft Services, Inc.** ("Lessee"), a Kansas corporation, acting by and through its duly authorized officers or a resolution of its Board of Directors.

WITNESSETH:

WHEREAS, in 1992 a triparty Assigned and Amended Lease Agreement was entered into by the City, Beech Holding, Inc. and Hendrick Beechcraft, Inc., as authorized by Ordinance No. 75828 of June 11, 2002; and

WHEREAS, in 2000 an Amendment of Lease was entered into by City and Raytheon Aircraft Services, Inc., successor in interest to Beech Holding, Inc. and Hendrick Beechcraft, Inc., to add premises to the lease pursuant to Ordinance 92011 of June 22, 2000; and

WHEREAS, Lessee has requested that its existing lease (Lease No. 122022), as amended, be again amended to add 53,214.00 square feet of ground space to the Leased Premises; and

WHEREAS, City is willing to Amend Lease No. 122022 as request by Lessee subject to certain terms and conditions;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Lessee hereby agree as follows:

1. Section 2.04(1) **GROUND AND BUILDING RENTAL** is amended by: (a) adding Areas 6 and 7, consisting of approximately 21,007 and 32,207 square feet, respectively; and (b) by replacing the **GROUND** provision with the following:

<u>Leased Premises</u>	<u>Area in Sq. Ft</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
Ground	606,867	\$0.2107	\$127,866.88	\$10,655.57

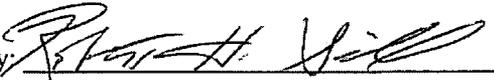
2. Exhibit 2B attached hereto is added to Lease No. 122022 as Exhibit 2B and is incorporated by reference herein.
3. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Contract between the parties shall remain in full force and effect.

4. The effective date of this Amendment shall be March 1, 2008.

IN WITNESS WHEREOF, the City and Lessee, personally or by their duly authorized agents, have executed this Amendment No. 2 as of the date below indicated.

**HAWKER BEECHCRAFT
SERVICES, INC.**

CITY OF SAN ANTONIO

By: 

By: _____
Sheryl Sculley, City Manager

Robert H. Sill, VP of Controller
Print Name and Title

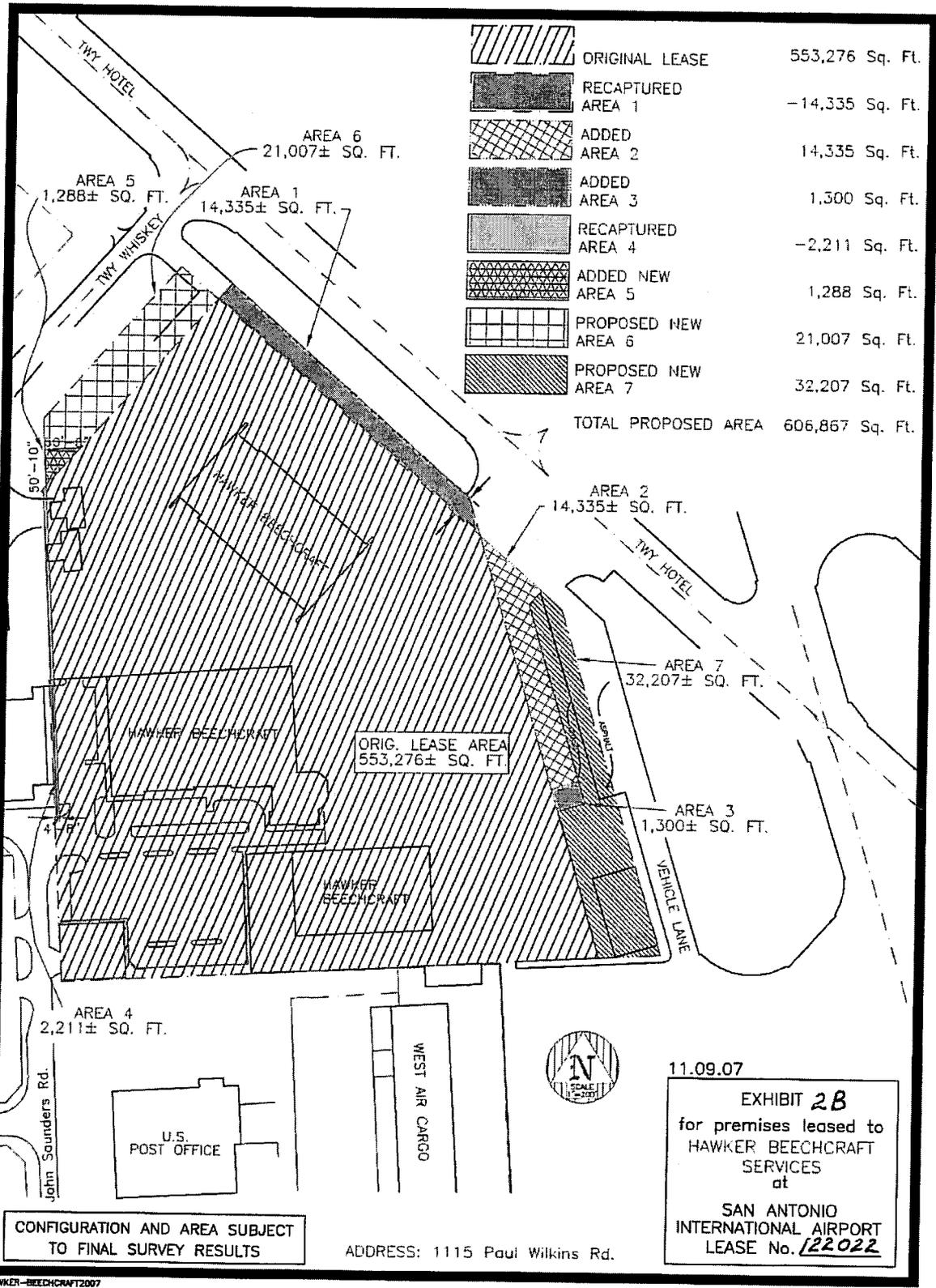
Date: _____

Date: 1/11/08

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney



CONFIGURATION AND AREA SUBJECT TO FINAL SURVEY RESULTS

EXHIBIT 2B
 for premises leased to
 HAWKER BEECHCRAFT
 SERVICES
 at
 SAN ANTONIO
 INTERNATIONAL AIRPORT
 LEASE No. 122022