

AN ORDINANCE 2008-06-05-0484

**APPROVING LEASE AMENDMENTS WITH TWENTY TWO (22)
TENANTS OF THE LA VILLITA HISTORIC ARTS VILLAGE TO
PROVIDE FOR AN ADDITIONAL ONE-YEAR TERM ENDING
ON JUNE 30, 2009 AND A RENTAL RATE INCREASE.**

* * * * *

WHEREAS, the City of San Antonio currently leases space within La Villita to twenty-five (25) retail tenants; and

WHEREAS, the lease agreements of twenty-two (22) tenants will expire on June 30, 2008; the three (3) remaining lease agreements are on a month-to-month basis; and

WHEREAS, staff is recommending that Lease Agreements be amended to run through June 30, 2009 at a new rental rate of \$0.86 to \$0.97 per square foot based on location, representing an increase of up to 2.5%; and

WHEREAS, these amendments will provide staff an opportunity to incorporate recommendations from the Urban Marketing Collaborative's Retail Management Study which analyzed the City's existing retail programs in La Villita; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Downtown Operations Department or her designee, is authorized to execute lease amendments with twenty-two (22) tenants of the La Villita Historic Arts Village to provide for an additional one-year term ending on June 30, 2009 and a rental rate increase. A copy of the amendment template is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000 General Fund Internal Order 219000000007 General Ledgers 4407720 4407800 or 4407718.

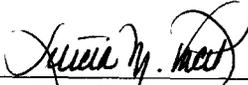
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

SW/mgc
06/05/08
Item #22 a

SECTION 4. This ordinance shall be effective on and after June 15, 2008.

PASSED AND APPROVED this 5th day of June, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

**SECOND AMENDMENT OF LEASE AGREEMENT
La Villita Historic Arts Village
d/b/a**

WHEREAS, the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. , passed and approved by the City Council on , as LANDLORD ("**CITY**"), entered into that certain **Lease Agreement** effective ("**LEASE**") with **d/b/a** ("**TENANT**"), for the lease of the following described premises located within the area commonly known as La Villita Historic Arts Village, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by **CITY** located at 418 Villita Street, San Antonio Bexar County, Texas within the area commonly known as La Villita Historic Arts Village (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said **Leased Premises** contain approximately square feet and is identified as Building in Exhibit A, attached hereto and incorporated by reference herein for all purposes; and

WHEREAS, aforementioned Lease Agreement with **d/b/a** was amended by the City of San Antonio acting by and through its City Manager pursuant to Ordinance No. 2007-06-07-0659 on June 7, 2007; and

WHEREAS, said Ordinance No. 2007-06-07-0659 amended the Term of the Agreement, Rental Rates, and Insurance Provisions; and

WHEREAS, staff is recommending that leases in La Villita Historic Arts Village be extended for an additional one (1) year period to have the opportunity to incorporate any recommendations from the Retail Management Study; and

WHEREAS, amending the **LEASE** is in **CITY** and **TENANT'S** best interest; **NOW THEREFORE**,

In consideration of the mutual covenants and agreements set forth below the parties agree as follows:

1. **AMENDING THE TERM**: Article 3 of the **Lease Agreement** is amended to include the following provisions:
 - 3.1 The term of this **Lease Agreement**, as amended, is extended for a one (1) year period beginning July 1, 2008 and terminating June 30, 2009, unless it is sooner terminated under the provisions hereof. **TENANT** acknowledges that no promise to extend or renew this **Lease Agreement** beyond this term is made or implied.
2. **RENTAL RATES**: Article 4 of the above-referenced **Lease Agreement** outlines the monthly rental rates. The monthly rental rates for the term of the **Lease Agreement** are amended to include the following:

Amendment Term	Rent	Promotions	Utilities	Total
July 1, 2008 – June 30, 2009	\$	\$	\$	\$

3. **OTHER TERMS**: All other terms and provisions of the **Lease Agreement** remain unchanged by this amendment.

4. **ACKNOWLEDGEMENT OF READING:** The parties hereto acknowledge that they have thoroughly read this Agreement, 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, and having done so, do hereby execute this **Lease Amendment**.

EXECUTED this _____, 2008.

LESSOR:

**CITY OF SAN ANTONIO,
A Texas Municipal Corporation**

LESSEE:

d/b/a

By: _____
City Manager

Printed Name, Title

ATTEST:

City Clerk

Signature

Address

APPROVED AS TO FORM:

City Attorney

City, State, and Zip Code

Area Code/Telephone Number