

AN ORDINANCE 2013-12-05-0857

**AUTHORIZING AN AMENDMENT TO A CONCESSION AGREEMENT
WITH GENERATIONS FEDERAL CREDIT UNION AT THE SAN
ANTONIO INTERNATIONAL AIRPORT.**

* * * * *

WHEREAS, on March 20, 2008, by Ordinance 2008-03-20-0220, City Council authorized a seven year Concession Agreement with Generations Federal Credit Union (GFCU) to operate a full-service financial institution in Terminal A at the San Antonio International Airport; and

WHEREAS, GFCU has requested an amendment to the Concession Agreement to close the branch operations on or before January 1, 2014, but to continue to pay the branch location rental fees under the Concession Agreement until the original termination date of May 31, 2014; to pay 40% of Foreign Transactions for ATM space rental; and to continue to operate ATMs in Terminals A and B until the original termination date in the Concession Agreement; and

WHEREAS, Aviation staff has negotiated an amendment reflecting the proposed changes to the Concession Agreement; **NOW THEREFORE**,

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

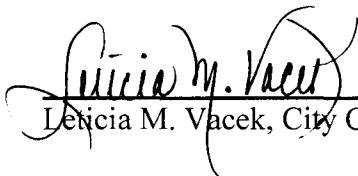
SECTION 1. The City Manager or her designee is hereby authorized to execute an amendment to the existing Concession Agreement with GFCU to modify the terms of the Agreement as described above, a copy of which is set out in **Exhibit 1**.

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

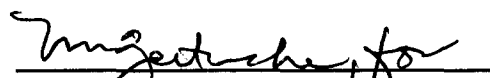
PASSED and APPROVED this 5th day of December, 2013.


M A Y O R
for Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Michael D. Bernard, City Attorney

Agenda Item:	28 (in consent vote: 7, 8, 9, 10, 11, 12A, 12B, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 31, 32, 34, 36, 37, 38, 39, 40, 41, 42, 43A, 43B, 43C, 43D)
Date:	12/05/2013
Time:	10:02:38 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to the concession agreement with Generations Federal Credit Union to allow the closure of the branch location in the San Antonio International Airport and the continuation of payment of its Minimal Annual Guarantee rent of \$6,000.00 through May 31, 2015. [Ed Belmares, Assistant City Director; Frank Miller, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				x
Ivy R. Taylor	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			x	
Joe Krier	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT 1

**AMENDMENT NO. 1
TO
SAN ANTONIO INTERNATIONAL AIRPORT
CONCESSION AGREEMENT**

This amendment to San Antonio International Concession Agreement (“Amendment”) is made and entered into by and between the City of San Antonio (“City”), a Texas municipal corporation acting by and through its Aviation Director and Generations Community Federal Credit Union (“Concessionaire”), a Texas company, acting by and through its authorized representative as indicated below (City and Concessionaire collectively hereinafter referred to as “parties”).

WHEREAS, the parties entered into a Concession Agreement (“Agreement”) pursuant to Ordinance Number 2008-03-20-0220 for operation of a banking facility and automatic teller machine (“ATM”) concession at San Antonio International Airport (“Airport”); and

WHEREAS, the lease term is through May 31, 2015 with guaranteed annual rentals of \$6,000.00 and forty percent of the gross transactions surcharge fees generated from non-credit union member transactions; and

WHEREAS, Concessionaire desires to close the banking facility in Terminal 1 of the Airport and the City; and

WHEREAS, Concessionaire is willing to continue to pay the guaranteed annual rentals though the term of the Agreement and retain the two ATMs at the Airport; and

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

1. City and Concessionaire agree that Concessionaire will relinquish the Premises, with the exception of the space required to accommodate two (2) automatic teller machines, to City on January 1, 2014 and will cease operating a banking facility in those Premises.
2. Concessionaire will continue to be obligated to pay and will continue to pay and remit the Six Thousand Dollars and 00/100 Cents (\$6,000.00) Minimum Annual Guaranteed Rent set out in Section 2.01 of the Agreement. This amount may be paid in equal consecutive monthly installments of Five Hundred Dollars and 00/100 Cents (\$500.00). Concessionaire may at any time prior to May 31, 2015 pay the full outstanding amount of the Minimum Annual Guarantee Rent remaining as of the date of the payment. Notwithstanding Section 6.04 of the Agreement, a) City shall be under no obligation to attempt to relet the Premises, and b) in the event that City does relet the Premises to a third party, Concessionaire shall continue to be responsible for and pay the aforementioned Minimum Annual Guarantee Rent through May 31, 2015 without offset for rentals or other fees received by City as a result of reletting the Premises.

3. As of January 1, 2014, Concessionaire shall no longer be obligated to pay City Additional Rental set out in Section 2.06 of the Agreement for the Trash Removal Charge or the Concession Marketing Fund.
4. Nothing herein shall alter or alleviate Concessionaire's obligation to pay Percentage Rent of forty percent (40%) of the gross transactions surcharge fee generated from non-credit union member transactions as required per Section 2.02 of the Agreement.
5. Concessionaire shall remove the items listed below from the Premises before January 1, 2014:

- Data equipment
- Data lines
- Concessionaire's signage (inside of and on the outside of the Premises)
- Vault
- Microwave
- Refrigerator
- Water cooler
- Furniture
- Desks
- Any items within remaining cabinets and/or drawers
- Teller drawers under the teller counter
- Night drop

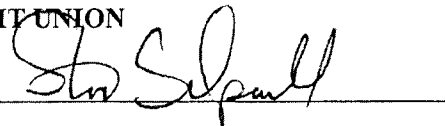
6. Concessionaire is not required to remove any office walls, the night gate, and Operating Equipment, not listed in section number 5 of this Amendment, including, but not limited to cabinets, teller counter, countertops, and light fixtures, until the expiration of the Lease term unless the City relets the Premises to a third party prior to the expiration of the Lease. If a third party leases the Premises from City prior to the expiration of the Lease, City shall provide Concessionaire written notice to remove some or all of the remaining office walls, night gate, and Operating Equipment. Concessionaire shall remove such office walls, night gate, and Operating Equipment within thirty (30) calendar days after receiving the aforementioned written notice from City. Concessionaire must immediately repair any damage caused by such removal.

Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, personally or by their duly authorized agents, have executed this Amendment on the dates below indicated.

**GENERATIONS COMMUNITY FEDERAL
CREDIT UNION**

By: _____



STEVE SCHIPULL

CITY OF SAN ANTONIO

By: _____

Frank R. Miller, Aviation Director

Print Name

Title PRESIDENT / CEO

Date: _____

Date: NOV 12, 2013

APPROVED:

City Attorney