

AN ORDINANCE 2017-12-07-0935

AN ORDINANCE APPROVING THE MARKET SQUARE LEASE ASSIGNMENTS OF J. ANTHONY LEATHER GOODS TO ALFONSO RAMOS DBA WOODY'S BAZZAR AND LA PLAZA IMPORTS TO JOSE VELAZQUEZ DBA GALLERIA TAXCO II.

* * * * *

WHEREAS, the City of San Antonio owns and manages Market Square, a unique and historic public market place that plays a vital role in the life, culture and economy of San Antonio; and

WHEREAS, Market Square, with a retail history dating back to the nineteenth century, provides a unique and authentic Mexican Market experience, offering retail sales, holiday celebrations, and year round entertainment; and

WHEREAS, there are 56 businesses in the Farmers Market, 33 in El Mercado and 14 in Market Square Plaza, ranging from cafes to shops specializing in local, regional and Latin American products; and

WHEREAS, on June 23, 2011, City Council passed Ordinance No. 2011-06-23-0571, which authorized extensions to all Farmers Market and El Mercado leases until June 30, 2014; and

WHEREAS, the ordinance also provided the City the option to renew all the Farmers Market and El Mercado leases for an additional three-year period until June 30, 2017 and a subsequent two-year period until June 30, 2019; and

WHEREAS, the City has exercised its first option to extend the Farmers Market and El Mercado agreements until June 30, 2017, and subsequently exercised the second option to further extend agreements until June 30, 2019; and

WHEREAS, Irene Castaneda dba J. Anthony's Leather Goods has operated a store in Farmers Market specializing in leather goods since 2014, while Alfonso Ramos's family has successfully operated in Farmers Market for over ten (10) years; and

WHEREAS, Jules LeBlanc and Minerva Guerra dba La Plaza Imports have operated a regional products and Mexican Imports store in Farmers Market for three (3) years; and

WHEREAS, Mr. Velazquez has operated a Mexican imports shop in El Mercado since 2012; and

WHEREAS, the Municipal Code provides authority for the City to assign leases when businesses are sold and establish an assignment fee of \$1,500.00; and

WHEREAS, this proposed ordinance will authorize amendments to the lease agreements with J. Anthony Leather Goods and La Plaza Imports, effectively assigning the lease agreements; **NOW THEREFORE:**

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

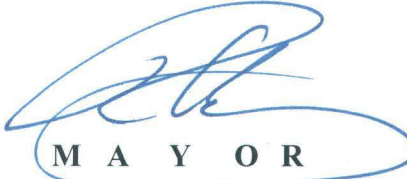
SECTION 1. The City Manager or her designee or the Director of the Center City Development and Operations Department or his designee, is authorized to execute the following assignments of Market Square lease agreements: (1) from Irene Castaneda dba J. Anthony's Leather Goods to Alphonso Ramos dba Woody Bazaar; and (2) Jules LeBlanc and Minerva Guerra dba La Plaza Imports to Jose Velazquez dba Galleria Taxco II. A copy of the Assignment and Amendment of Lease Agreements, in substantially final form, are attached hereto and incorporated herein or all purposes as **Attachments I and II.**

SECTION 2. Funds generated by this ordinance will be deposited into Fund 29604001, Internal Order 21900000147 and General Ledger 4406845.

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 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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 7th day of December 2017.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk



Andrew Segovia, City Attorney

Agenda Item:	11 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15)						
Date:	12/07/2017						
Time:	09:32:48 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the Market Square lease assignments of J. Anthony Leather Goods to Alfonso Ramos dba Woody's Bazaar and La Plaza Imports to Jose Velazquez dba Galleria Taxco II. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

SW
12/7/17
Item No. 11

ATTACHMENT I

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT
FARMERS MARKET AREA NUMBER IL-13
(WITH LANDLORD'S CONSENT)**

This ASSIGNMENT AND AMENDMENT TO LEASE AGREEMENT ("**Agreement**") is hereby made and entered into by and between CITY OF SAN ANTONIO, a Texas municipal corporation and Landlord of the subject property ("**CITY**"), acting by and through its City Manager, and JULES LEBLANC AND MINERVA GUERRA (collectively "**TENANT**"/**ASSIGNOR**"), D/B/A LA PLAZA IMPORTS ("**LA PLAZA IMPORTS**").

WHEREAS, effective November 20, 2014, CITY entered into that certain Lease Agreement ("**LEASE**") with TENANT for the lease of the following described tract or parcel of real property situated in Farmers Market at Market Square, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by CITY located at 612 W. Commerce Street, San Antonio Bexar County, Texas within the area commonly known as Farmers Market at Market Square (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said Leased Premises contain approximately 1,044 square feet and is identified as area number IL-13; and

WHEREAS, TENANT desires, as ASSIGNOR, to convey and assign TENANT's leasehold interest under the LEASE to JOSE VELAZQUEZ ("**ASSIGNEE**"), D/B/A GALLERIA TAXCO II ("**GALLERIA II**"); and

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

WHEREAS, ASSIGNEE desires to assume from ASSIGNOR all of ASSIGNOR's rights, title, and interest as tenant in and to the LEASE, and all of ASSIGNOR's benefits and obligations thereunder; and

WHEREAS, ASSIGNEE has satisfied CITY that they are financially able to undertake the obligations of tenant under said LEASE, and CITY desires to give its consent to ASSIGNOR's assignment of ASSIGNOR's interest in the LEASE to ASSIGNEE and to ASSIGNEE's assumption of TENANT's obligations thereunder; and

WHEREAS, amending the LEASE is in CITY's and TENANT's best interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, 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 LEASE, including and also without limitation, all of the rights, duties, obligations, and liabilities of ASSIGNOR in, to, and under the LEASE to pay rent and to observe and perform all other covenants and duties of TENANT thereunder.

2. **ASSUMPTION:** By its execution hereof, ASSIGNEE hereby assumes and agrees to perform all of the terms, covenants, and conditions of the LEASE on the part of the TENANT therein required to be performed arising from and after the date hereof, and ASSIGNEE releases ASSIGNOR from all liability for such obligations.

ASSIGNEE hereby accepts the assignment of said ASSIGNOR's rights, title, and interest in and to the LEASE; and ASSIGNEE recognizes the superior fee title in and to the land and premises held by the CITY, as Landlord, and CITY's right of reversion at the end of the LEASE term, whether occasioned by default or passage of time, as well as, the rights and benefits of every description whatsoever belonging to or accruing to the benefits of CITY under the LEASE.

3. **REPRESENTATION AND WARRANTIES:** ASSIGNOR and ASSIGNEE represent and warrant that the following statements are true.

Effective December 15, 2017, ASSIGNEE will be the exclusive owner of the business, formerly owned by ASSIGNOR and operating as "GALLERIA TAXCO II". ASSIGNEE will take full control of the business effective December 15, 2017, and will operate as "GALLERIA TAXCO II".

ASSIGNOR will not have any ownership or serve as employee or agent in the new enterprise operating from the premises. ASSIGNORS will have no authority, financial or otherwise, in the new enterprise operating from the premises.

In the event that any such representations and warranties are found by CITY not to be true, then CITY shall have authority to revoke its consent to this Agreement and terminate the LEASE without allowing ASSIGNOR or ASSIGNEE an opportunity to cure.

4. **USE AND CARE OF PREMISES:** ASSIGNEE agrees that that the Leased Premises shall be utilized for the sole purpose of retail sales of the following products:

- Silver jewelry
- Mexican and Guatemalan dresses and jackets
- Fashion accessories to include hats, scarves, belts and purses
- Home furnishings to include wrought iron furniture, ceramics, decorative gifts, blown glass, garlic and chill decorations, rugs and blankets
- Seasonal gift baskets and packaged items
- Pinatas
- Accordions and flutes
- Collectible gifts/souvenirs
- Onyx
- Vanilla

5. **AMENDING USE AND CARE OF PREMISES:** Section 2.4 of LEASE is amended to include the following provisions:

2.4.1 Further, TENANT covenants and agrees, in keeping with the intent and spirit of Farmers Market and Market Square, to operate the business conducted on the Leased Premises in an "OWNER

PRESENCE capacity, physically participating in the day-to-day operations of **TENANT'S** business, as opposed to employing a non-owner manager of said premises, hence an "absentee owner" posture, unless such management is first approved by the Interim Director of the Center City Development and Operations Department, or his designee. Failure to operate the business on the **Leased Premises** in such a manner will constitute an act of default hereunder and will be grounds, at **CITY'S** option to terminate this Lease Agreement upon ten (10) days written notice to **TENANT**.


ASSIGNEE agrees to display items no more than three (3) feet in front of store and further agrees to abide by instructions set forth by Market Square Manager. **ASSIGNEE** further agrees to refrain from hawking in common area.

6. **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 Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of December 15, 2017.

ASSIGNOR:

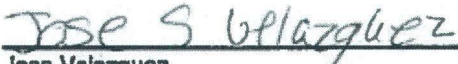


Jules LeBlanc d/b/a La Plaza Imports



Minerva Guerra,
d/b/a La Plaza Imports

ASSIGNEE:



Jose Velazquez,
d/b/a Galleria Taxco II

218 Lundblade Lane
Address
San Antonio TX 78213
City, State, Zip Code

Business Telephone Number
2106015296

Other Telephone Number
ju19660@gmail.com
Email Address

DATE: _____

DATE: 11-14-17

LANDLORD:
CITY OF SAN ANTONIO,
a Texas municipal corporation

ATTEST:

City Manager

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

City Attorney

SW
12/7/17
Item No. 11

ATTACHMENT II

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT
FARMERS MARKET AREA NUMBER S-11
(WITH LANDLORD'S CONSENT)**

This ASSIGNMENT AND AMENDMENT TO LEASE AGREEMENT ("**Agreement**") is hereby made and entered into by and between CITY OF SAN ANTONIO, a Texas municipal corporation and Landlord of the subject property ("**CITY**"), acting by and through its City Manager, and IRENE CASSTANEDA (collectively "**TENANT**"/"**ASSIGNOR**"), D/B/A J. ANTHONY'S LEATHER GOODS ("**J. ANTHONY'S LEATHER GOODS**").

WHEREAS, effective December 18, 2014, CITY entered into that certain Lease Agreement ("**LEASE**") with TENANT for the lease of the following described tract or parcel of real property situated in Farmers Market at Market Square, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by CITY located at 612 W. Commerce Street, San Antonio Bexar County, Texas within the area commonly known as Farmers Market at Market Square (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said Leased Premises contain approximately 114 square feet and is identified as area number S-11; and

WHEREAS, TENANT desires, as ASSIGNOR, to convey and assign TENANT's leasehold interest under the LEASE to ALFONSO RAMOS ("**ASSIGNEE**"), D/B/A WOODY BAZZAR ("**WOODY BAZZAR**"); and

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

WHEREAS, ASSIGNEE desires to assume from ASSIGNOR all of ASSIGNOR's rights, title, and interest as tenant in and to the LEASE, and all of ASSIGNOR's benefits and obligations thereunder; and

WHEREAS, ASSIGNEE has satisfied CITY that they are financially able to undertake the obligations of tenant under said LEASE, and CITY desires to give its consent to ASSIGNOR's assignment of ASSIGNOR's interest in the LEASE to ASSIGNEE and to ASSIGNEE's assumption of TENANT's obligations thereunder; and

WHEREAS, amending the LEASE is in CITY's and TENANT's best interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, 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 LEASE, including and also without limitation, all of the rights, duties, obligations, and liabilities of ASSIGNOR in, to, and under the LEASE to pay rent and to observe and perform all other covenants and duties of TENANT thereunder.

2. **ASSUMPTION:** By its execution hereof, ASSIGNEE hereby assumes and agrees to perform all of the terms, covenants, and conditions of the LEASE on the part of the TENANT therein required to be performed arising from and after the date hereof, and ASSIGNEE releases ASSIGNOR from all liability for such obligations.

ASSIGNEE hereby accepts the assignment of said ASSIGNOR's rights, title, and interest in and to the LEASE; and ASSIGNEE recognizes the superior fee title in and to the land and premises held by the CITY, as Landlord, and CITY's right of reversion at the end of the LEASE term, whether occasioned by default or passage of time, as well as, the rights and benefits of every description whatsoever belonging to or accruing to the benefits of CITY under the LEASE.

3. **REPRESENTATION AND WARRANTIES:** ASSIGNOR and ASSIGNEE represent and warrant that the following statements are true. Effective December 15, 2017, ASSIGNEE will be the exclusive owner of the business, formerly owned by ASSIGNOR and operating as "WOODY BAZZAR". ASSIGNEE will take full control of the business effective December 15, 2017, and will operate as "WOODY BAZZAR".

ASSIGNOR will not have any ownership or serve as employee or agent in the new enterprise operating from the premises. ASSIGNORS will have no authority, financial or otherwise, in the new enterprise operating from the premises.

In the event that any such representations and warranties are found by CITY not to be true, then CITY shall have authority to revoke its consent to this Agreement and terminate the LEASE without allowing ASSIGNOR or ASSIGNEE an opportunity to cure.

4. **USE AND CARE OF PREMISES:** ASSIGNEE agrees that that the Leased Premises shall be utilized for the sole purpose of retail sales of the following products:
- Metal animals and decorations to include roosters, cows, birds, horseshoes
 - Stone figurines and decorations
 - Wooden figurines and decorations
 - Fashion accessories to include sunglasses, reading glasses, wallets, vests, jewelry, hats, scarves, belts, purses, coin purses, cell phone cases, back packs, portfolios, fanny packs, tote bags
 - Texan, Native American and Southwestern themed items to include: koozies, mugs, magnets, plaques, key chains, ornaments, snow globes, salt and pepper sets, glasses, containers, decorative spoons
 - Marmalades and salsas. Excludes masks and religious items.
5. **AMENDING USE AND CARE OF PREMISES:** Section 2.4 of LEASE is amended to include the following provisions:
- 2.4.1 Further, TENANT covenants and agrees, in keeping with the intent and spirit of Farmers Market and Market Square, to operate the business conducted on the Leased Premises in an "OWNER PRESENCE" capacity, physically participating in the day-to-day operations of TENANT'S business, as opposed to employing a non-owner manager of said premises, hence an "absentee owner"

posture, unless such management is first approved by the Interim Director of the Center City Development and Operations Department, or his designee. Failure to operate the business on the **Leased Premises** in such a manner will constitute an act of default hereunder and will be grounds, at **CITY'S** option to terminate this Lease Agreement upon ten (10) days written notice to **TENANT**.

ASSIGNEE further agrees to refrain from hawking in common area.

6. **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 Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of December 15, 2017.

ASSIGNOR:

Irene Castaneda
Irene Castaneda,
dba J. Anthony's Leather Goods

ASSIGNEE:

Alfonso Ramos
d/b/a Woody Bazaar

6626 Kindewood st
Address

San Antonio, TX, 78238
City, State, Zip Code

(210) 831-6973
Business Telephone Number

DATE: 11-13-17

Other Telephone Number

alfonso-ramosolvera@hotmail.com
Email Address ES

DATE: 11-13-17

LANDLORD:
CITY OF SAN ANTONIO,
a Texas municipal corporation

ATTEST:

City Manager

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

City Attorney