

ORDINANCE 2020-06-18-0415

**AUTHORIZING THE EXECUTION OF 14 LEASE AGREEMENTS FOR SPACE IN LA VILLITA, RESULTING IN A TOTAL OF \$487,835.00 TO BE DEPOSITED WITHIN THE GENERAL FUND DURING THE LEASE TERMS.**

\* \* \* \* \*

**WHEREAS**, in July 2014, the City of San Antonio released an RFP for several buildings within La Villita; and

**WHEREAS**, the intent of the RFP was to seek tenants that would enhance cultural tourism opportunities, promote greater community use, and highlight the artistic and historic aspects of La Villita; and

**WHEREAS**, the lease agreement provided for two, two-year renewal options with the exception of La Villita Café, which has one, two-year renewal option remaining; and

**WHEREAS**, City Council also authorized lease agreements with Liz Leatherbury d/b/a Bird & Pear for Building 10 in June 2017, and Karla Benavides d/b/a Huipil Market for Building 7 in June 2019; those leases expire on June 30, 2020, with two, one-year renewal options; and

Lessee	Expiration Date	Proposed Extension
Karla Benavides d/b/a Huipil Market for Building, Bldg. 7	June 30, 2020	June 30, 2021
Liz Leatherbury d/b/a Bird & Pear, Bldg. 10	June 30, 2020	June 30, 2021
Jean Pace d/b/a Angelita's, Bldg. 2	July 31, 2020	July 31, 2022
Alejandro Sifuentes d/b/a Equinox, Bldg. 4	July 31, 2020	July 31, 2022
Alejandro Sifuentes d/b/a Equinox, Bldg. 5	July 31, 2020	July 31, 2022
Tanya and Barry Clark d/b/a La Villita Café, Bldg. 9	July 31, 2020	July 31, 2022
Casa Clasal, Bldg. 11	July 31, 2020	July 31, 2022
River Art Group, Bldg. 14	July 31, 2020	July 31, 2022
Plaza Taxco, Bldg. 16B	July 31, 2020	July 31, 2022
Noahmaya Candles Inc. d/b/a Scentchips, Bldg. 21A	July 31, 2020	July 31, 2022
Noahmaya Candles Inc. d/b/a Scentchips, Bldg. 21B	July 31, 2020	July 31, 2022

Little Studio Gallery, Bldg. 23	July 31, 2020	July 31, 2022
Marisol Deluna, Bldg. 22	October 31, 2020	October 31, 2022
Patty Henry d/b/a Casa Manos Alegres	July 31, 2020	July 31, 2022

**WHEREAS**, the above table identifies the leases to be renewed under this Ordinance, and the corresponding extension of the lease term; and **NOW THEREFORE:**

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


**SECTION 1.** The City Manager or designee, or the Director of the Center City Development and Operations Department or designee, is authorized to execute the renewal of 14 existing lease agreements within La Villita. A copy of the Lease Amendment template, in substantially final form, are attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Funds generated by this ordinance will be deposited in Fund 11001000, Internal Order 219000000007 and multiple General Ledgers. General Ledgers used are related to the lease of land and buildings as well as tenant utilities.

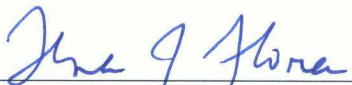
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, 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 18<sup>th</sup> day of June, 2020.**

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Tina Flores, Acting City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney



# City of San Antonio

City Council

June 18, 2020

---

**Item: 13A**

**Enactment Number:**

**File Number: 20-3716**

**2020-06-18-0415**

Ordinance approving the renewal of 14 lease agreements for space in La Villita resulting in a total of \$487,835.00 to be deposited within the General Fund during the lease terms.

Councilmember John Courage made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

**Aye:** 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,  
Gonzales, Cabello Havrda, Sandoval, Courage and Perry

**Absent:** 1 Pelaez

SW/ah  
06/18/20  
Item No. 13A

**ATTACHMENT I**

# Amendment of La Villita Lease

(Lessee Name, La Villita Building #)

---

This Amendment of the La Villita Lease is between Lessee and the City of San Antonio (“Lessor”), pursuant to the Ordinance Authorizing Renewal.

## 1. Identifying Information.

**Lessee:**

**Lessee’s Address:**

**Lease:**

**Ordinance Authorizing  
Original Lease:**

**Ordinance Authorizing  
Renewal:**

**Beginning of Renewal  
Term:**

**Expiration of Renewal  
Term:**

## 2. Defined Terms.

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

## 3. Term.

3.1 The term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

## 4. Rental.

4.1 The table found under Section 3.02. is deleted in its entirety and replaced with the following:

Term	Base Rent		Utilities		CAM		Total
	Rate	Monthly Sub-Total	Rate	Monthly Sub-Total	Rate	Monthly Sub-Total	

4.2 The paragraph found under Section 3.03 is deleted in its entirety and replaced with the following:

On the anniversary of the commencement of the Renewal Term (if applicable) base rent will increase 2% and CAM and Utilities will increase 2.5%.

**5. No Default.**

5.1 Neither Lessor nor Lessee is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

**6. Same Terms and Conditions.**

6.1 This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, the Lease remains a comprehensive statement of the rights and obligations of Lessor and Lessee. Lessor and Lessee reaffirm the Lease as modified by this agreement and represent to each other that, except as expressly stated in this instrument, no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

**7. Non-Discrimination**

7.1 As a party to this contract, Lessee understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**8. Public Information.**

8.1 Lessee acknowledges 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 agreement waives an otherwise applicable exception to disclosure.

*Remainder of Page Left Intentionally Blank*

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

**Lessor**

**Lessee**

**City of San Antonio**, a Texas municipal corporation

Lessee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney