

AN ORDINANCE 2013-12-05-0875

**AUTHORIZING A THREE-YEAR LEASE EXTENSION WITH
SAN ANTONIO BIKE SHARE FOR USE OF BUILDING 203 IN
HEMISFAIR PARK.**

* * * * *

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

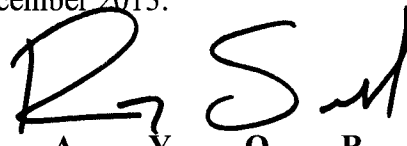
SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument with San Antonio Bike Share in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 219000000009 and General Ledger 4407720.

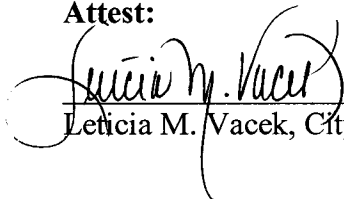
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions,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

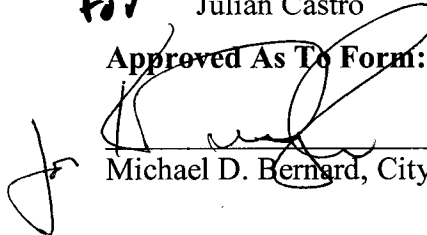
SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

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:	43D (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 a three year lease extension with San Antonio Bike Share for their continued use of Building 203, located in Hemisfair Park.
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				

Attachment I

Renewal of Lease Agreement

(Bike Share)

This Renewal of Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

Tenant: San Antonio Bike Share

Tenant's Address: 5911 Broadway, San Antonio, Texas 78209

Lease: Bicycle Facility Lease between Landlord and Tenant pertaining to a red-roofed rectangular structure in Hemisfair Park, San Antonio, Bexar County, Texas located at the northeast corner of the intersection of S. Alamo Street and W. Durango Blvd., known as the OK Bar building, also known as Building 203, and the grounds around it, and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease: 2010-06-17-0563

Ordinance Authorizing Renewal:

Beginning of Renewal Term January 1, 2014

Expiration of Renewal Term December 31, 2016

2. Defined Terms.

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. Renewal.

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

3.02. Despite the December 31, 2016 Expiration of Renewal Term, Tenant may terminate the Lease without fault as of December 31, 2015, by delivering at least 90-calendar-days prior written notice to Landlord of early termination.

3.03. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

4.01. Base Rent during the Renewal Term is \$1,200 monthly.

4.02. From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must Rent pay to Landlord at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

5. Elimination of Parking Rights.

Subparagraph 2.01 of the Lease is deleted except for the first sentence. Tenant has no further parking rights from Landlord and must procure such parking as it needs from another source.

6. Promotional Benefits to City.

6.01. Throughout this Renewal Term, Tenant will provide the following advertising benefits to Landlord at no cost to Landlord:

- a. Advertising panels on all available sides of the baskets of five bicycles, as well as on the throats of the same bicycles;
- b. Sponsor recognition on all Tenant's websites; and
- c. Cooperation with Landlord on Tenant's social-media buzz, such as forwarding tweets

6.02. Tenant will switch out all advertising panels, website text, and social-media buzz semi-annually, if Landlord gives Tenant at least 30-days notice of the desired advertising copy. Artwork, other labor, printing, hardware, and other costs are allocated to Tenant.

7. Early Termination.

Tenant may terminate this Lease at any time by delivering written notice to Landlord for so long as the termination is coincident with the termination of Tenant's Professional Services Agreement with Landlord pertaining to the Bike Share/Rental and Bike Tours Program.

8. No Default.

Neither Landlord nor Tenant 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.

9. Same Terms and Conditions.

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 Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement. Landlord and Tenant 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.

10. Public Information.

Tenant 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.

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

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

San Antonio Bike Share, a Texas non-profit corporation

By: _____

By: CMSnell

Printed Name: _____

Printed Name: Cindi MSnell

Executive Director

Title: _____

Date: 9-23-2013

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney