

ORDINANCE

2021-06-03-0397

APPROVING THE RENEWAL OF FIVE LA VILLITA LEASE AGREEMENTS WITH DHBO, INC. D/B/A GUADALAJARA GRILL, ORTHODOX ECUMENICAL CHURCH, INC. D/B/A LITTLE CHURCH OF LA VILLITA, BOBBY J. AND CLAUDIA I. BROWN D/B/A VILLA TESOROS, BIRD AND PEAR, LLC, AND KARLA BENAVIDES D/B/A HUIPIL MARKET. REVENUE OF \$333,251.93 GENERATED FROM THESE RENEWALS WILL BE DEPOSITED INTO THE GENERAL FUND.

* * * * *

WHEREAS, since 1994, DBHO Inc. d/b/a Guadalajara Grill (Guadalajara Grill) has operated a successful restaurant in Building 16 of La Villita; and

WHEREAS, in December 2015, City Council authorized a five-year lease agreement, with two, two-year renewals for Guadalajara Grill's continued use of Building 16; and

WHEREAS, the agreement with the City includes 4,096 square feet of interior restaurant and special event space and 700 square feet of outdoor patio space, facing South Alamo Street; and

WHEREAS, the Orthodox Ecumenical Church, Inc. d/b/a Little Church of La Villita (Little Church) has been a tenant within La Villita for over 50 years; and

WHEREAS, City Council, in June 2016, authorized a five-year lease agreement, with two, two-year renewals for Little Church's continued use of Buildings 12 and 13; and

WHEREAS, the square footage of the lease agreement includes 642 square feet of artist gallery space and 3,611 square feet of sanctuary, food pantry, and church administrative space; and

WHEREAS, in August 2016, City Council awarded a five-year lease agreement with two, two-year renewals to Villa Tesoros for Building 8 in La Villita; and

WHEREAS, Villa Tesoros was the successful respondent of a February 2016 RFP for building 8; and

WHEREAS, the total square footage of Building 8 is 1,547 square feet; and

WHEREAS, City Council, in June 2017 awarded a three-year lease agreement, with two, one-year renewals to Bird and Pear, LLC for Building 10 in La Villita; and

WHEREAS, Building 10 includes a total of 1,441 square feet. In June 2020, City Council authorized the first renewal option for Bird and Pear's continued use of Building 10; and

WHEREAS, in June 2019, City Council awarded a one-year lease agreement, with two, one-year renewal options for Building 7 to Karla Benavides d/b/a Huipil Market (Huipil Market); and

WHEREAS, Building 7 in La Villita include 659.42 square feet; and

WHEREAS, in June 2020, City Council authorized the first renewal option for Huipil Market's continued use of Building 7; **NOW THEREFORE:**

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

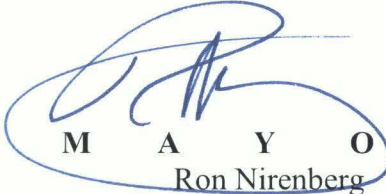
SECTION 1. The City Manager or designee, or the Director of the Center City Development and Operations Department or designee, is authorized to execute amendments with DHBO, Inc. d/b/a Guadalajara Grill, Orthodox Ecumenical Church, Inc. d/b/a Little Church of La Villita, Bobby J. and Claudia I. Brown d/b/a Villa Tesoros, Bird and Pear, LLC, and Karla Benavides d/b/a Huipil Market extending their terms as indicated in the Attachments I through V. A copy of the Lease Amendments in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I through V.**

SECTION 2. Funds generated by this Ordinance will be deposited in Fund 11001000, Internal Order 219000000007, and General Ledger Account 4407720.

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 3rd day of June, 2021.



M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

June 03, 2021

Item: 11

File Number: 21-3686

Enactment Number:

2021-06-03-0397

Ordinance approving the renewal of five La Villita Lease Agreements with DBHO, Inc. d/b/a Guadalajara Grill, Orthodox Ecumenical Church, Inc. d/b/a Little Church of La Villita, Bobby J. and Claudia I. Brown d/b/a Villa Tesoros, Bird and Pear, LLC, and Karla Benavides d/b/a Huipil Market. Revenue of \$344,251.93 generated from these renewals will be deposited into the General Fund. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember John Courage seconded the motion. The motion passed by the following vote:

Aye: 9 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Sandoval, Pelaez, Courage and Perry

Absent: 2 Gonzales and Cabello Havrda

SW/ah
06/03/21
Item No. 11

ATTACHMENT I

Amendment of La Villita Lease

(DBHO Inc. d/b/a Guadalajara Grill, La Villita Building 16)

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: DBHO Inc. d/b/a Guadalajara Grill

Lessee’s Address: 418 Villita Street, Building 16

Ordinance Authorizing

Original Lease: 2015-12-17-1061

Ordinance Authorizing

Renewal:

Beginning of Renewal

Term: July 1, 2021

Expiration of Renewal

Term: June 30, 2023

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	Monthly Base Rent	Monthly Utilities	Monthly CAM	Monthly Total
July 1, 2021 – June 30, 2022	\$5,213.87	\$1,105.92	\$575.52	\$6,895.31
July 1, 2022 – June 30, 2023	\$5,325.40	\$1,146.88	\$575.52	\$7,047.80

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.

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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

TINA S. HINDJOSA

Printed Name

Date

5/14/2021

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

SW/ah
06/03/21
Item No. 11

ATTACHMENT II

Amendment of La Villita Lease

(Orthodox Ecumenical Church, Inc. d/b/a Little Church of La Villita Buildings 12 and 13)

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: Orthodox Ecumenical Church, Inc. d/b/a Little Church of La Villita

Lessee's Address: 418 Villita Street, Buildings 12 and 13

Ordinance Authorizing Original Lease: 2016-06-09-0441

Ordinance Authorizing Renewal:

Beginning of Renewal Term: July 1, 2021

Expiration of Renewal Term: June 30, 2023

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	Monthly Base Rent	Monthly Utilities	Monthly CAM	Monthly Total
July 1, 2021 – June 30, 2022	\$2,089.62	\$552.89	\$668.40	\$3,310.91
July 1, 2022 – June 30, 2023	\$2,138.57	\$552.89	\$696.25	\$3,387.71

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.

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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

Cleo Edmunds

Signature

Printed Name

Cleo Edmunds

Printed Name

Date

15-17-21

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

SW/ah
06/03/21
Item No. 11

ATTACHMENT III

Amendment of La Villita Lease

(Bobby J. and Claudia I. Brown d/b/a Villa Tesoros, La Villita Building 8)

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: Bobby J. and Claudia I. Brown d/b/a Villa Tesoros

Lessee’s Address: 418 Villita Street Building. 8

Ordinance Authorizing

Original Lease: 2016-08-04-0544

Ordinance Authorizing

Renewal:

Beginning of Renewal

Term: July 1, 2021

Expiration of Renewal

Term: June 30, 2023

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	Monthly Base Rent	Monthly Utilities	Monthly CAM	Monthly Total
July 1, 2021 – June 30, 2022	\$2,181.27	\$433.16	\$185.64	\$2,800.07
July 1, 2022 – June 30, 2023	\$2,227.68	\$448.63	\$185.64	\$2,861.95

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.

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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

Bobby J. and Claudia I. Brown

BOBBY J. AND CLAUDIA I. BROWN
Printed Name

Date

MAY 19, 2021
Date

Attest:

City Clerk

Approved as to Form:

City Attorney

SW/ah
06/03/21
Item No. 11

ATTACHMENT IV

Amendment of La Villita Lease

(Bird and Pear, LLC, La Villita Building 10)

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: Bird and Pear, LLC

Lessee's Address: 418 Villita St. Building. 10

Lease:

Ordinance Authorizing

Original Lease: 2017-06-15-0437

Ordinance Authorizing

First Renewal: 2020-06-18-0415

Ordinance Authorizing

Second Renewal

Beginning of Renewal

Term: July 1, 2021

Expiration of Renewal

Term: June 30, 2022

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	Monthly Base Rent	Monthly Utilities	Monthly CAM	Monthly Total
July 1, 2021 – June 30, 2022	\$1,710.00	\$389.07	\$172.92	\$2,271.99

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.

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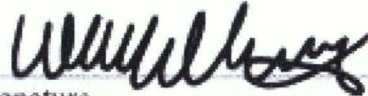
Lessor

Lessee

City of San Antonio, a Texas municipal
corporation

Lessee Name

Signature



Signature

Printed Name

Elizabeth Leatherbury

Printed Name

May 17, 2021

Date

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

SW/ah
06/03/21
Item No. 11

ATTACHMENT V

Amendment of La Villita Lease

(Karla Benavides d/b/a Huipil Market, La Villita Building 7)

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: Karla Benavides d/b/a Huipil Market

Lessee’s Address: 418 Villita Street Building. 7

Lease:

Ordinance Authorizing

Original Lease: 2019-06-20-0542

Ordinance Authorizing

First Renewal: 2020-06-18-0415

Ordinance Authorizing

Second Renewal

Beginning of Renewal

Term: July 1, 2021

Expiration of Renewal

Term: June 30, 2022

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	Monthly Base Rent	Monthly Utilities	Monthly CAM	Monthly Total
July 1, 2021 – June 30, 2022	\$700.85	\$171.45	\$79.13	\$951.43

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.

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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

Karla Benavides

Signature

Signature

Karla Benavides

Printed Name

Printed Name

5/19/21

Date

Date

Attest:

City Clerk

Approved as to Form:

City Attorney