

AN ORDINANCE 2013 - 12 - 19 - 0916

APPROVING LEASE AMENDMENTS IN MARKET SQUARE AND FARMER'S MARKET WITH BAPTISMAL BOUTIQUE, NANNY'S NOOK FASHION, TEJANOS, TEXAN ACCENT GENERAL STORE AND YESI'S THE LI'T DOVE IN COUNCIL DISTRICT 1.

* * * * *

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 stores in the Farmers Market and 33 in El Mercado, ranging from cafes to shops specializing in local, regional and Latin American products; and

WHEREAS, Enrique C. Enriquez has successfully operated the Baptismal Boutique since April 2011, providing religious garments and accessories to both locals and tourists alike; and

WHEREAS, Mr. Enriquez has requested to add his spouse, Sylvia Enriquez, to the lease. Mr. Jorge Chavez, a tenant in good standing, owns both Nanny's Nook Fashion and Yesi's The Li't Dove; and

WHEREAS, Mr. Chavez has requested to add his daughter, Olga Yesenia Chavez, to the Nanny's Nook Fashion lease and add his spouse, Alma Delia Badillo, to the Yesi's The Li't Dove lease; and

WHEREAS, Margarito and Mirta Morones, own Tejanos in Farmers Market; and

WHEREAS, to assist with operations, Margarito and Mirta Morones have requested to add Yvette Ramirez to the lease; and

WHEREAS, Ms. Ramirez is an experienced Market Square tenant with a proven record of success; and

WHEREAS, Dina Brown, owner of Texan Accent General Store, has requested to assign her business to Isabel Sandoval, a long-time tenant in Market Square; and

WHEREAS, there is a \$1,500.00 assignment fee associated with this transaction; and

WHEREAS, on June 23, 2011, City Council passed ordinance number 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, including the aforementioned leases, for an additional three-year period and subsequently a two-year period; and

WHEREAS, the proposed ordinance will authorize the following actions:

- A. Execute amendment to Baptismal Boutique lease to add Sylvia Enriquez to the lease.
- B. Execute amendment to Nanny’s Nook Fashion lease to add Olga Yesenia Chavez to the lease.
- C. Execute amendment to Tejanos lease to add Yvette Ramirez to the lease.
- D. Execute amendment to Yesi’s the Li’t Dove lease to add Alma Delia Badillo to the lease.
- E. Execute an assignment of lease agreement from Dina Brown d/b/a “Texan Accent General Store” to Isabel Sandoval d/b/a “The Texas General Store”; **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 Department for Culture and Creative Development or his designee is hereby authorized to execute amendments to the lease agreements with Baptismal Boutique, Nanny’s Nook Fashion, Tejanos and Yesi’s The Li’t Dove and execute an assignment of lease agreement from Dina Brown d/b/a Texan Accent General Store to Isabel Sandoval d/b/a “The Texas General Store”. A copy of the lease amendments and assignment of lease agreement, in substantially final form, are attached hereto and incorporated herein for all purposes as **Attachments I-V**.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 29604001, Internal Order 228000000147 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 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.

SW/vv
12/19/13
Item #25

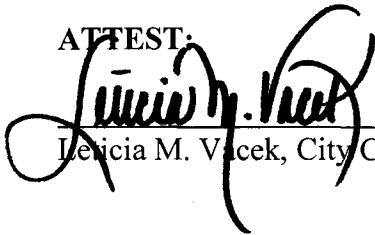
SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 19th day of December, 2013.



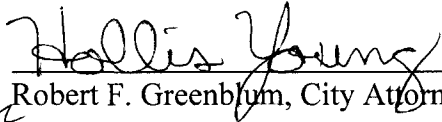
M A Y O R
Julián Castro

ATTEST:



Jecica M. Vacek, City Clerk

APPROVED AS TO FORM:



for Robert F. Greenblum, City Attorney

Agenda Item:	25 (in consent vote: 6, 7, 8, 9, 10, 1010A, 1010B, 11, 13, 1313A, 1313B, 1313C, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 34, 36, 37)
Date:	12/19/2013
Time:	10:01:40 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving lease amendments in Market Square and Farmer's Market with Baptismal Boutique, Nanny's Nook Fashion, Tejanos, Texan Accent General Store and Yesi's The Li't Dove in Council District 1. [Ed Belmares, Assistant City Attorney; Felix Padron, Director, Culture and Creative Development]
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			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x				

AMENDMENT OF LEASE AGREEMENT

Baptismal Boutique

Farmers Market S - 10

Landlord: City of San Antonio

Tenant: Baptismal Boutique, Enrique C. Enriquez

Previous Authorizing Ordinances:

Ordinance	Date	Term
2006-03-16-0342	March 16, 2006	April 1, 2006 to August 31, 2009
2010-01-21-0060	January 21, 2010	Extending lease to June 30, 2011
2011-06-23-0571	June 23, 2011	Extending lease to June 30, 2014

Leased Premises: 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 **Leased Premises** contain approximately 228 square feet and is identified as Farmers Market area number S - 10; and

Enrique C. Enriquez submitted a written request to add his spouse, Sylvia Enriquez, as a Tenant in common. The Parties hereto, in consideration of the mutual covenants and conditions, hereby agree to amend the Lease as follows:

1. The parties agree to the addition of Sylvia Enriquez as tenant in common with Enrique C. Enriquez under the Lease Agreement.
2. OTHER TERMS: All other terms and provisions of the Lease remain unchanged by this amendment.
3. 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.

EXECUTED this _____, 2013.

LESSOR:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

LESSEE: Baptismal Boutique

Enrique C. Enriquez
Enrique C. Enriquez

By:

City Manager

Sylvia Enriquez
Sylvia Enriquez

ATTEST:

City Clerk

612 W. COMMERCE
Address

SAN ANTONIO TX - 78207
City, State, and Zip Code

APPROVED AS TO FORM:

City Attorney

210-226-6442
Area Code/Telephone Number

baptismalboutiquette@me.com
Email Address

AMENDMENT OF LEASE AGREEMENT

Nanny's Nook Fashion

Farmers Market TR - 5

Landlord: City of San Antonio

Tenant: Nanny's Nook Fashion

Previous Authorizing Ordinances:

Ordinance	Date	Term
94567	September 20, 2001	September 1, 2001 to August 31, 2009
2010-01-21-0060	January 21, 2010	Extending lease to June 30, 2011
2011-06-23-0571	June 23, 2011	Extending lease to June 30, 2014

Leased Premises: 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 **Leased Premises** contain approximately 409 square feet and is identified as Farmers Market area number TR - 5; and

Jorge Chavez submitted a written request to add Olga Yesenia Chavez as a Tenant in common. The Parties hereto, in consideration of the mutual covenants and conditions, hereby agree to amend the Lease as follows:

1. The parties agree to the addition of Olga Yesenia Chavez as tenant in common with Jorge Chavez under the Lease Agreement.
2. OTHER TERMS: All other terms and provisions of the Lease remain unchanged by this amendment.
3. 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.

EXECUTED this _____, 2013.

LESSOR:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

By:

City Manager

ATTEST:

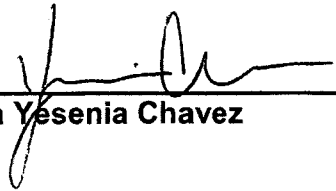
City Clerk

APPROVED AS TO FORM:

City Attorney

LESSEE: Nanny's Nook Fashion

Jorge Chavez



Olga Yesenia Chavez

511 TARA DR.

Address

San Antonio, Texas

City, State, and Zip Code 78216

210-383-3451

Area Code/Telephone Number

Email Address

AMENDMENT OF LEASE AGREEMENT

Tejanos

Farmers Market IL - 7

Landlord: City of San Antonio

Tenant: Tejanos, Margarito Morones and Mirta Morones

Previous Authorizing Ordinances:

Ordinance	Date	Term
94567	September 20, 2001	September 1, 2001 to August 31, 2009
2010-01-21-0060	January 21, 2010	Extending lease to June 30, 2011
2011-06-23-0571	June 23, 2011	Extending lease to June 30, 2014

Leased Premises: 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 **Leased Premises** contain approximately 639 square feet and is identified as Farmers Market area number IL - 7; and

Margarito Morones and Mirta Morones submitted a written request to add Yvette Ramirez as a Tenant in common. The Parties hereto, in consideration of the mutual covenants and conditions, hereby agree to amend the Lease as follows:

1. The parties agree to the addition of Yvette Ramirez as tenant in common with Margarito and Mirta Morones under the Lease Agreement.
2. OTHER TERMS: All other terms and provisions of the Lease remain unchanged by this amendment.
3. 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.

EXECUTED this _____, 2013.

LESSOR:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

By:

City Manager

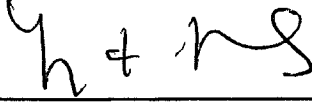
ATTEST:

City Clerk

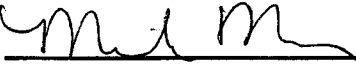
APPROVED AS TO FORM:

City Attorney


LESSEE: Tejanos



Margarito Morones



Mirta Morones



Yvette Ramirez

119 S. Bardenview
Address

San Antonio Tx. 78213
City, State, and Zip Code

210-286-7432
Area Code/Telephone Number

Yramirez1960@satax.tx.com
Email Address

AMENDMENT OF LEASE AGREEMENT

Yesi's The Li't Dove

Farmers Market IL - 18

Landlord: City of San Antonio

Tenant: Yesi's The Li't Dove, Jorge Chavez

Previous Authorizing Ordinances:

Ordinance	Date	Term
94567	September 20, 2001	September 1, 2001 to August 31, 2009
2010-01-21-0060	January 21, 2010	Extending lease to June 30, 2011
2011-06-23-0571	June 23, 2011	Extending lease to June 30, 2014

Leased Premises: 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 **Leased Premises** contain approximately 672 square feet and is identified as Farmers Market area number IL - 18; and

Jorge Chavez submitted a written request to add Alma Delia Badillo as a Tenant in common. The Parties hereto, in consideration of the mutual covenants and conditions, hereby agree to amend the Lease as follows:

1. The parties agree to the addition of Alma Delia Badillo as tenant in common with Jorge Chavez under the Lease Agreement.
2. OTHER TERMS: All other terms and provisions of the Lease remain unchanged by this amendment.
3. 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.

EXECUTED this _____, 2013.

LESSOR:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

By:

City Manager


ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LESSEE: Yesi's The Li't Dove



Jorge Chavez



Alma Delia Badillo

511 TARA DR.
Address

San Antonio, Texas 78216
City, State, and Zip Code

210-383-3370
Area Code/Telephone Number

Email Address

**ASSIGNMENT OF LEASE AGREEMENT
FARMERS MARKET AREA NUMBER TR - 4
(WITH LANDLORD'S CONSENT)**

WHEREAS, the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 94567 passed and approved by the City Council on September 20, 2001 as **LANDLORD ("CITY")**, entered into that certain Lease Agreement ("**LEASE**") with **Ernesto De Los Santos d/b/a "Monterrey Products" (TENANT)** and subsequently through a lease assignment pursuant to Ordinance No. 2008-08-14-0695, passed and approved by City Council on August 14, 2008 **LANDLORD ("CITY")**, entered into that certain Lease Agreement with **Dina Brown d/b/a "Texan Accent General Store" ("TENANT")** for the lease of the following described premises located within the area commonly known as 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 437 square feet

WHEREAS, **Dina Brown d/b/a "Texan Accent General Store"** desires, as **ASSIGNOR**, to convey and assign **TENANT'S** leasehold interest under the **LEASE** to **Isabel Sandoval d/b/a "The Texas General Store"** as **ASSIGNEE**; 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 there under; and

WHEREAS, **ASSIGNEE** has satisfied the **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 there under; and

WHEREAS, amending the **LEASE** is in **CITY** 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** there under.
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 the **CITY** under the **LEASE**.

3. **CONSENT:** **CITY** hereby consents to the assignment by **Dina Brown d/b/a "Texan Accent General Store"** as **ASSIGNOR**, and the assumption by **Isabel Sandoval d/b/a "The Texas General Store"**, as **ASSIGNEE** of said **Dina Brown d/b/a "Texan Accent General Store"** originally approved by City Council pursuant to Ordinance number 2008-08-14-0695 passed and approved on August 14, 2008.
4. **REPRESENTATION AND WARRANTIES:** **ASSIGNOR** and **ASSIGNEE** represent and warrant that the following statements are true.

Isabel Sandoval, as the **ASSIGNEE**, will be the exclusive owner of the business, formerly owned by **Dina Brown** and operating as "**Texas Accent General Store**". **Isabel Sandoval** will take full control of the business immediately upon City Council approval and will operate as "**The Texas General Store**".

Dina Brown will not have any ownership or serve as employees, or agents in the new enterprise operating from the premises. These individuals 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 assignment and terminate the Lease without allowing ASSIGNOR or ASSIGNEE an opportunity to cure.

USE AND CARE OF PREMISES: **ASSIGNEE** agrees that that the **Leased Premises** shall be utilized for the sole purpose of retail sales products reflecting an open market with a Mexican Market theme to include :

- Texas Style Gourmet Food Products, including specialty local and regional salad dressings and barbecue sauces, Mexican coffee, Southern style crackers and soups, regional medicinal herbs and teas, spices, regional herbal soaps, nuts, seeds (edible and floral), assorted Mexican cookies, tropical dried fruits, Mexican and specialty cocoa, jerky, dried chili, wreaths (made with peppers and/or flowers) salsas, specialty candy, chili mixes and specialty jams
- Texas Style Gift Baskets
- Texas Style Specialty Cookbooks and kitchen accessories

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 El Mercado 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 Director, Department for Culture and Creative Development, 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**.

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.

EXECUTED this _____, 2013.

Dina Brown
d/b/a "Texas Accent General Store"



Dina Brown

ASSIGNEE:
Isabel Sandoval
d/b/a "The Texas General Store"



Isabel Sandoval

609 Winfield Blvd.

Address

San Antonio, TX 78239

City, State, Zip Code

(210) 273-4883

Business Telephone Number

(210) 655-3990

Other Telephone Number

LANDLORD:
CITY OF SAN ANTONIO, a Texas Municipal
Corporation

ATTEST:

City Manager

City Clerk

APPROVED AS TO FORM:

City Attorney