AN ORDINANCE 2015-04-30-0348

APPROVING THE FOLLOWING FARMER'S MARKET LEASE ASSIGNMENTS: (1) BOONE'S FINE PRINTS TO EMILIA SQUADRITO DBA LA VILLA; (2) THE SPANISH FLAIR TO EMILIA SQUADRITO DBA PURA VIDA; (3) SANTIAGO MEXICAN IMPORTS TO JUAN BUENDIA DBA BUENDIA IMPORTS.

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 10 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 leases until June 30, 2014; and

WHEREAS, the ordinance also provided the City the option to renew all the Farmers Market leases, including the aforementioned lease, for an additional three-year period and subsequently a two-year period; and

WHEREAS, the City has subsequently extended the Farmers Market agreements until June 30, 2017; and

WHEREAS, Mr. Boone Brinson has operated Boone's Fine Prints, a Farmers Market art prints store since September 2001 and is requesting to assign his store to Emilia Squadrito; and

WHEREAS, Ms. Alice Gonzalez has operated a Spanish imports shop since September 2001 and is requesting to assign her business to Emilia Squadrito; and

WHEREAS, Mr. Robert Santiago has operated a Mexican imports shop, specializing in ceramic tile since September 2001 and now wishes to assign his business to Juan Buendia; 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

SW/vv 04/30/15 Item #18

WHEREAS, this proposed ordinance will authorize amendments to the lease agreements with Boone Brinson dba Boone's Fine Prints, Alice Gonzalez dba The Spanish Flair and Robert Santiago dba Santiago Mexican 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 Culture and Creative Development Department or his designee, is authorized to execute the following Farmer's Market lease assignments: (1) Boone's Fine Prints to Emilia Squadrito dba La Villa; (2) The Spanish Flair to Emilia Squadrito dba Pura Vida; and (3) Santiago Mexican Imports to Juan Buendia dba Buendia Imports. A copy of each Assignment and Amendment of Lease Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment I, II and III.

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.

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 30th day of April, 2015.

Ivy R. Taylor

APPROVED AS TO FORM:

Martha G. Sepeda/Acting City Attorney

Agenda Item:	18 (in consent vote: 6, 7, 8, 9, 11, 12, 13, 14, 15A, 15B, 16A, 16B, 16C, 16D, 17, 18, 19A, 19B, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30)						
Date:	04/30/2015						
Time:	11:00:22 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the following Farmer's Market lease assignments: (1) Boone's Fine Prints to Emilia Squadrito dba La Villa; (2) The Spanish Flair to Emilia Squadrito dba Pura Vida; (3) Santiago Mexican Imports to Juan Buendia dba Buendia Imports. [Ed Belmares, Assistant City Manager; Felix Padron, Director, Culture and Creative Development]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		х				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		х				
Rebecca Viagran	District 3		х				
Rey Saldaña	District 4		х				х
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	X					
Cris Medina	District 7		х				
Ron Nirenberg	District 8		х				
Joe Krier	District 9	Х					
Michael Gallagher	District 10		х			x	

ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT EL MERCADO AREA NUMBER -S - 23 (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. 98919 passed and approved by the City Council on March 4, 2004, as LANDLORD ("CITY"), entered into that certain Lease Agreement effective March 1, 2004 ("LEASE") with Boone Brinson d/b/a "Boone's Fine Prints" ("ASSIGNOR"), 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 - 23;

WHEREAS, Boone Brinson d/b/a "Boone's Fine Prints" desires, as ASSIGNOR, to convey and assign TENANT'S leasehold interest under the LEASE to Emilia Squadrito d/b/a "La Villa" 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:

- 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. <u>ASSUMPTION</u>: 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. <u>CONSENT</u>: CITY hereby consents to the assignment by Boone Brinson d/b/a "Boone's Fine Prints", as ASSIGNOR, and the assumption by Emilia Squadrito d/b/a "La Villa", as ASSIGNEE of said Boone's Brinson d/b/a "Boone's Fine Prints", originally approved by City Council pursuant to Ordinance number 98919 passed and approved on March 4, 2004...
- 4. <u>REPRESENTATION AND WARRANTIES:</u> **ASSIGNOR** and **ASSIGNEE** represent and warrant that the following statements are true.

Emilia Squadrito, as the ASSIGNEE, will be the exclusive owner of the business, formerly owned by Boone Brinson and operating as "Boone's Fine Prints". Emilia Squadrito will take full control of the business immediately upon City Council approval and will operate as "La Villa".

Boone Brinson 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 of the following products:

- Art Books
- Art Prints
- Art Print Tote Bags
- Art Print Gift Bags
 - 5. <u>AMENDING USE AND CARE OF PREMISES</u>: 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 Director, Department of 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.
 - 7. 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.

ASSIGNOR: Boone Brinson d/b/a "Boone's Fine Prints"	ASSIGNEE: Emilia Squadrito d/b/a "La Villa"
Boone Brinson	Emilia (9 Madulo) Emilia Squadrito
	116.30 Gulf Station Address
	Helotes Tx. 78023 City, State, Zip Code
	910 6959624 Business Telephone Number
	910 387 3563. Other Telephone Number
LANDLORD: CITY OF SAN ANTONIO, a Texas Municipal Corporation	ATTEST:
City Manager	City Clerk
APPROVED AS TO FORM:	
City Attorney	

ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT EL MERCADO AREA NUMBER -S - 22 (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 effective September 1, 2001 ("LEASE") with Alice Gonzalez d/b/a "The Spanish Flair" ("ASSIGNOR"), 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 - 22;

WHEREAS, Alice Gonzalez d/b/a "The Spanish Flair" desires, as ASSIGNOR, to convey and assign TENANT'S leasehold interest under the LEASE to Emilia Squadrito d/b/a "Pura Vida" 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:

- 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.
- 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 Landiord, 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. <u>CONSENT</u>: CITY hereby consents to the assignment by Alice Gonzalez d/b/a "The Spanish Flair", as ASSIGNOR, and the assumption by Emilia Squadrito d/b/a "Pura Vida", as ASSIGNEE of said Alice Gonzalez d/b/a "The Spanish Flair", originally approved by City Council pursuant to Ordinance number 94567 passed and approved on September 20, 2001.
- 4. <u>REPRESENTATION AND WARRANTIES</u>: **ASSIGNOR** and **ASSIGNEE** represent and warrant that the following statements are true.

Emilia Squadrito, as the ASSIGNEE, will be the exclusive owner of the business, formerly owned by Alice Gonzalez and operating as "The Spanish Flair". Emilia Squadrito will take full control of the business immediately upon City Council approval and will operate as "Pura Vida".

Alice Gonzalez 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.

<u>USE AND CARE OF PREMISES</u>: ASSIGNEE agrees that that the <u>Leased Premises</u> shall be utilized for the sole purpose of retail sales of the following products, which include items from Spain:

- Leather Wallets, Stationary Covers, Key Cases, Eye Glass Cases
- Decanters, Jewelry Boxes, Jewelry, Chess Sets, Ceramic Pottery
- Wooden Figurines, Paper Mache Figurines
- Leather and Sheepskin Products
- Folkiorico and Flamenco Costumes, Dolls, Fans
- Handbags, Belts, Hats, Vests, Shoes
- Portraits, Novelties, Musical Instruments.
 - 5. <u>AMENDING USE AND CARE OF PREMISES</u>: 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 Director, Department of 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.
 - 7. <u>ACKNOWLEDGEMENT OF READING</u>: 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	, 2015.
ASSIGNOR: Alice Gonzalez d/b/a "The Spansh Flair"	ASSIGNEE: Emilia Squadrito d/b/a "Pura Vida"
Al Grande	Emilie (quadrito
Alice Gonzalez	Emilias quadrito
	11630 Gulf Station
	Address
	Helotes TX. 78023 City, State, Zip Code
	City, State, Zip Code
	210 695 9624
	Business Telephone Number
	210 38 + 3563 Other Telephone Number
	Other Telephone Number
	ATTENT
LANDLORD: CITY OF SAN ANTONIO, a Texas Municipal	ATTEST:
Corporation	
	•
City Manager	City Clerk
·	
APPROVED AS TO FORM:	
City Attorney	

ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT EL MERCADO AREA NUMBER -S - 26 (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 effective September 1, 2001 ("LEASE") with Robert Santiago d/b/a "Santiago Mexican Imports" ("ASSIGNOR"), 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 228 square feet and is identified as area number –S - 26;

WHEREAS, Robert Santiago d/b/a "Santiago Mexican Imports" desires, as ASSIGNOR, to convey and assign TENANT'S leasehold interest under the LEASE to Juan Buendia d/b/a "Buendia Imports" 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:

- 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. <u>ASSUMPTION</u>: 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. <u>CONSENT</u>: CITY hereby consents to the assignment by Robert Santiago d/b/a "Santiago Mexican Imports", as ASSIGNOR, and the assumption by Juan Buendia d/b/a "Buendia Imports", as ASSIGNEE of said Robert Santiago d/b/a "Santiago Mexican Imports", originally approved by City Council pursuant to Ordinance number 94567 passed and approved on September 20, 2001.
- 4. <u>REPRESENTATION AND WARRANTIES</u>: **ASSIGNOR** and **ASSIGNEE** represent and warrant that the following statements are true.

Juan Buendia, as the ASSIGNEE, will be the exclusive owner of the business, formerly owned by Robert Santiago and operating as "Santiago Mexican Imports". Juan Buendia will take full control of the business immediately upon City Council approval and will operate as "Buendia Imports".

Robert Santiago will not have any ownership or serve as an employee, or agent in the new enterprise operating from the premises. This individual 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.

<u>USE AND CARE OF PREMISES</u>: ASSIGNEE agrees that that the Leased Premises shall be utilized for the sole purpose of retail sales of the Mexican, Texan and local products to include but not limited to:

- Metal and metal art
- Ceramic and ceramic art
- Mirrors, address numbers and holders
- Alphabetic tile, murals, decorative tile, plaques, luminarias, knobs, switchplates, outlet covers, folmanis
 - 5. <u>AMENDING USE AND CARE OF PREMISES</u>: Section 2.4 of **LEASE** is amended to include the following provisions:
 - 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 Director, Department of 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	, 2015.
ASSIGNOR: Robert Santiago d/b/a "Santiago Mexican imports" Robert Santiago	ASSIGNEE: Juan Buendia d/b/a "Buendia Imports" Juan Buendia Juan Buendia Address An Antonio TUAS 78210
	City, State, Zip Code (20) 873-0267
	Business Telephone Number (20) 026 (042 Other Telephone Number
	·
LANDLORD: CITY OF SAN ANTONIO, a Texas Municipal Corporation	ATTEST:
City Manager	City Clerk
APPROVED AS TO FORM:	
City Attorney	