

ORDINANCE 2022-06-16-0453

**APPROVING A FIRST AMENDMENT TO THE FUNDING AGREEMENT
BETWEEN THE MISSION DRIVE-IN TIRZ BOARD OF DIRECTORS AND
THE CITY OF SAN ANTONIO FOR THE MISSION ROAD SIDEWALK
CONNECTIVITY PROJECT, IN COUNCIL DISTRICT 3.**

* * * * *

WHEREAS, in accordance with the Tax Increment Financing Act (the “Act”), Chapter 311 of the Texas Tax Code, the City through Council Ordinance No. 2008-12-11-1174, established Tax Increment Reinvestment Zone Number Thirty-Two, known as the Mission Drive-In TIRZ, and a Board of Directors (“Board”) authorized with all the rights, powers, and duties provided by the Act, in order to promote development and revitalization activities within TIRZ; and

WHEREAS, the City and Board recognize the importance of their continued role in economic development, community development and urban design; and

WHEREAS, in May 2019, the City’s World Heritage Office (“WHO”), applied for funding from the City’s Tax Increment Financing Program (“TIF”) in order to undertake the construction of sidewalks along Mission Road from the intersection of S.E. Military Drive to 99th Street, San Antonio, Texas (the “Project”), City Council District 3, and within the World Heritage Buffer Zone, and the Mission Drive-In TIRZ; and

WHEREAS, on August 22, 2019, through Ordinance 2019-08-22-0646, City Council authorized the execution of the Funding Agreement for the Project; and

WHEREAS, in accordance with Section 311.010(b) of the Act, the Board is authorized to enter into agreements to dedicate revenue from the tax increment fund to pay for eligible project costs related to the construction of public infrastructure and eligible project costs that benefit the TIRZ; and

WHEREAS, on May 19, 2022, the Mission Drive-In TIRZ board approved Resolution T32 2022-05-19-01R authorizing a First Amendment to the Funding Agreement to amend the project completion date to December 31, 2022 for the Project located within the Mission Drive-In TIRZ in City Council District 3; and

WHEREAS, it is now necessary for the City Council to approve the First Amendment to the Funding Agreement for the public improvements. **NOW THEREFORE:**

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

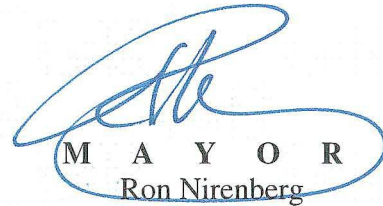
SECTION 1. The terms and conditions of the First Amendment to the Funding Agreement by and between the City of San Antonio’s World Heritage Office and the Board of Directors of Tax Increment Reinvestment Zone #32, attached hereto as **Exhibit A**, are hereby approved.

SECTION 2. The City Manager or his designee is authorized to execute this Agreement, which has been incorporated into this Ordinance for all purposes.

SECTION 3. TIF Department staff is hereby authorized to amend the Mission Drive-In TIRZ Project and Finance Plans to include this Project.

SECTION 4. This Ordinance is effective immediately upon passage by eight affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED AND APPROVED this 16th day of June, 2022.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Debbie Racca-Sittre, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council A Session Meeting June 16, 2022

27.

2022-06-16-0453

Ordinance approving a First Amendment to the Funding Agreement between the Mission Drive-In TIRZ Board of Directors and the City of San Antonio for the Mission Road Sidewalk Connectivity Project, in Council District 3, extending the project completion date. [Lori Houston, Assistant City Manager; Veronica Garcia, Interim Director, Neighborhood and Housing Services Department]

Councilmember Castillo moved to Approve on the Consent Agenda. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

Aye:	Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Courage, Perry
No:	Pelaez
Absent:	Sandoval

Exhibit A

**FIRST AMENDMENT TO THE FUNDING AGREEMENT WITH THE CITY
OF SAN ANTONIO'S WORLD HERITAGE OFFICE, AND THE BOARD OF
DIRECTORS OF REINVESTMENT ZONE NUMBER THIRTY-TWO, CITY
OF SAN ANTONIO, TEXAS FOR THE MISSION ROAD SIDEWALK
CONNECTIVITY PROJECT**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this First Amendment to the Funding Agreement ("First Amendment") is entered into by and between the City of San Antonio's World Heritage Office ("City"), a Texas Municipal Corporation and the Board of Directors ("Board") for the Tax Increment Reinvestment Zone Number Thirty-Two City of San Antonio, Texas, together referred as the "Parties."

RECITALS

WHEREAS, City and Board entered into a Funding Agreement (the "Agreement") authorized by City of San Antonio Ordinance No. 2019-08-22-0646, passed and approved on August 22, 2019, and attached hereto as EXHIBIT A.

WHEREAS, the Parties now seek to amend the terms and conditions of the Agreement in order to extend the deadline for completion of the Project.

NOW THEREFORE, the Parties hereby agree and amend as follows:

1. The Parties mutually agree to amend the following sections of the Agreement:

(A) The Introductory Paragraph on Page 1 of the agreement is deleted in its entirety and replaced with the following:

This Funding Agreement ("Agreement") is entered into by and between the City of San Antonio ("City"), a Texas municipal corporation in Bexar County, Texas, acting by and through its City Manager pursuant to Ordinance No. 2019-08-22-0646, and subsequently amended pursuant to Ordinance No. _____, and the Board of Directors for Tax Increment Reinvestment Zone Number Thirty-Two City of San Antonio, Texas, known as the Mission Drive-In TIRZ ("Board"), together referred as the "Parties".

(B) The **BACKGROUND** section on Page 1 of the agreement is amended by adding an eighth and ninth paragraph as follows:

WHEREAS, due to the changes in the construction schedule for the Project, City has requested additional time to complete the Project; and

WHEREAS, on _____, 2022, the Board approved Resolution T32 2022-__ - __ - __R authorizing an extension of the deadline to complete the Project.

(C) **ARTICLE IV. THE PROJECT** is amended by deleting all of subsection 4.1 and

substituting the following in its place:

PROJECT. The Project shall consist of the development of public infrastructure and public improvements necessary to the construction of sidewalks and lighting from the intersection of S.E. Military Drive to 99th Street, San Antonio, Texas, City Council District 3, and within the TIRZ. The City will provide Project oversight and complete or cause the completion of the Project, in accordance with this Agreement and no later than December 31, 2022.

(D) **ARTICLE V. OBLIGATIONS OF THE CITY** is amended by deleting all of subsection 5.7 and substituting the following in its place:

COMPLETION. The City agrees to complete, or cause to be completed, the Public Infrastructure and Public Improvements, in accordance with Section 2.8 and Section 4.1 of this Agreement and no later than December 31, 2022.

(E) **ARTICLE V. OBLIGATIONS OF THE CITY** is amended by deleting all of subsection 5.8 and substituting the following in its place:

DELAYS AND EXTENSION(S). CITY is responsible for the Project's construction, which shall be completed no later than December 31, 2022. If the commencement or completion of the Project is delayed by reason(s) beyond the City's control, then at the reasonable discretion of the Director of the City's Neighborhood & Housing Services (or successor) Department, the commencement and completion deadlines set forth in this Agreement may be extended by no more than six (6) months. In the event that City does not complete the Project substantially in accordance with the Construction Schedule (or extended schedule), then, in accordance with Article XI. ASSIGNMENTS, CHANGES AND AMENDMENTS of this Agreement, the Parties may extend the deadlines in the Construction Schedule, but not past the expiration of the TIRZ. If the parties cannot reasonably reach an agreement on the extension of the Construction Schedule, or if City fails to complete the Project in compliance with the revised Construction Schedule, other than as a result of force majeure, this constitutes a material breach.

2. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment has been fully executed as of the date of signature of the last party to sign.

SIGNATURE PAGE TO FOLLOW

**CITY OF SAN ANTONIO,
a Texas Municipal Corporation**

**BOARD OF DIRECTORS
Mission Drive-In TIRZ #32**

City Manager or his designee

Date: _____

Board Chair

Date: _____

APPROVED AS TO FORM:

Thomas Rice
Assistant City Attorney