

ORDINANCE

2020-09-17-0654

APPROVING THE THIRD AMENDMENT TO THE RIVER WALK LEASE AGREEMENT WITH RIVERTON SUITES, LTD., D/B/A HOTEL CONTESSA, TO EXTEND LEASE TERM THROUGH NOVEMBER 30, 2025. REVENUES FROM THE LEASE AGREEMENT ARE DEPOSITED IN THE RIVER WALK CAPITAL IMPROVEMENTS FUND.

* * * * *

WHEREAS, in 2005, City Council approved an Agreement with the Hotel Contessa for use of 562 square feet of River Walk Patio Space for an initial five-year term; and

WHEREAS, the Agreement provided for three five-year renewal options, each subject to City Council approval, with the first renewal option extending the Agreement's term through November 30, 2015, and the second renewal option extending the Agreement's term through November 30, 2020; and

WHEREAS, this Ordinance will authorize the third Amendment, which will extend the Agreement's term through November 30, 2025; and

WHEREAS, approval is consistent with the City's policy of leasing River Walk patio space to adjacent businesses for outdoor dining alongside the San Antonio River; and

WHEREAS, the lease rates for the renewal period will remain flat at \$1.83 per square foot per month for years 1-2 and will increase by 1.5% annually for years 3-5; **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 the Third Amendment to the River Walk Lease Agreement with Riverton Suites, Ltd., d/b/a Hotel Contessa, to extend lease term through November 30, 2025. The Third Amendment to the River Walk Lease Agreement with Riverton Suites, Ltd., d/b/a Hotel Contessa, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

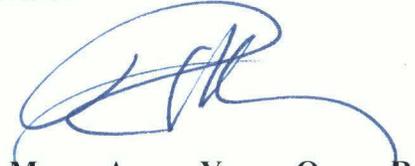
SECTION 2. Revenues from the lease agreement are deposited in the River Walk Capital Improvements Fund. Funds generated by this ordinance will be deposited per the table below:

Amount	General Ledger	Internal Order	Fund
\$12,341.52	4407711	00001-01-01-01	29093000

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 17th day of September, 2020.



M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

CITY COUNCIL MEETING

VOTESLIP

Item 12-Consent Agenda

DATE: September 17, 2020

Enactment No:

2020-09-17-0654

NAME	MOTION	SECOND	Recuse	AYE	NAY	ABSENT
Roberto C. Treviño DISTRICT 1				X		
Jada Andrews-Sullivan DISTRICT 2				X		
Rebecca J. Viagran DISTRICT 3				X		
Dr. Adriana Rocha Garcia DISTRICT 4				X		
Shirley Gonzales DISTRICT 5				X		
Melissa Cabello Havrda DISTRICT 6				X		
Ana E. Sandoval DISTRICT 7				X		
Manny Peláez DISTRICT 8				X		
John Courage DISTRICT 9		X		X		
Clayton H. Perry DISTRICT 10	X			X		
Ron Nirenberg MAYOR				X		

COMMENTS: Motion Prevailed

Does not include the following items heard individually:

4A, 4B, 4C, 4D, 4E, 4F, 5A, 5B, 8, 18, 25, Z-1, P-2 & Z-3, Z-9, P-4 & Z-10, Z-13, Z-15, and P-7 & Z-17

DBS
09/17/20
Item No. 12

ATTACHMENT I

Third Amendment of Riverwalk Lease Agreement

(Riverton Suites, Ltd. d/b/a Hotel Contessa)

This Third Amendment of the Riverwalk Lease Agreement is between Lessee and the City of San Antonio ("Lessor"), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

Lessee: Riverton Suites, Ltd., d/b/a Hotel Contessa

Lessee's Address: 315 East Commerce, San Antonio, Texas, 78205

Lease: River Walk Patio Lease between Lessor and Tenant pertaining to 562 square feet of patio space adjacent the San Antonio River.

**Ordinance Authorizing
Original Lease:** 98951

**Ordinance Authorizing
First Renewal:** 2010-11-18-0984

**Ordinance Authorizing
Second Renewal:** 2015-10-15-0872

**Ordinance Authorizing
Third Renewal (the
"Renewal Term"):**

**Beginning of Renewal
Term:** December 1, 2020

**Expiration of Renewal
Term:** November 30, 2025

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.

Effective as of the beginning of the Renewal Term, Sections 4.1 - 4.2 of the lease are deleted in their entirety and replaced with the following:

4.1 The monthly rental shall remain at \$1.83 per square foot per month for the first and second lease years of the Renewal Term and shall increase by a rate of 1.5% per square foot per year, commencing upon third lease year and each remaining lease year thereafter. The rental may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

4.1.1 12/01/2020 – 11/30/2021 (\$1.83 per square foot per month): \$12,341.52 payable in one lump sum in advance or \$1,028.46 per month.

4.1.2 12/01/2021 – 11/30/2022 (\$1.83 per square foot per month): \$12,341.52 payable in one lump sum in advance or \$1,028.46 per month.

4.1.3 12/01/2022 – 11/30/2023 (\$1.86 per square foot per month): \$12,543.84 payable in one lump sum in advance or \$1,045.32 per month.

4.1.4 12/1/2023 – 11/30/2024 (\$1.89 per square foot per month): \$12,746.16 payable in one lump sum in advance or \$1,062.18 per month.

4.1.5 12/1/2024 – 11/30/2025 (\$1.92 per square foot per month): \$12,948.48 payable in one lump sum in advance or \$1,079.04 per month.

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

4.3 A fifty dollar (\$50.00) late charge will be assessed on any Rent payment received on the eleventh (11th) day of the applicable month or any day thereafter.

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. Public Information.

7.1 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.

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

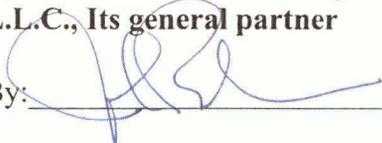
Lessor

Lessee

City of San Antonio, a Texas municipal corporation

Riverton Suites, Ltd. d/b/a Hotel Contessa
By: Riverton Suites Management, L.L.C., Its general partner *TE*

By: _____

By:  _____

Printed Name: _____

Printed Name and Title: John Beauchamp

Title: _____

VICE PRESIDENT

Date: _____

Date: 8.19.20

Attest:

City Clerk

Approved as to Form:

City Attorney