

AN ORDINANCE 2017-10-19-0807

AUTHORIZING THE AMENDMENT OF A RIVERWALK LEASE AGREEMENT WITH TACOLAND STUDIOS LLC TO RENEW THE TERM THROUGH OCTOBER 31, 2022 FOR CONTINUED USE OF 180 SQUARE FEET OF RIVER WALK PATIO SPACE.

* * * * *

WHEREAS, ordinance 2012-11-01-0844 authorized an Agreement with Tacoland for use of 180 square feet of River Walk Patio Space; and

WHEREAS, the initial term of the Agreement will expire on October 31, 2017, however, the Agreement provides for one, five-year renewal option with City Council approval; and

WHEREAS, this ordinance will authorize an Amendment to the Agreement with Tacoland, to renew the Agreement's term through October 31, 2022; and

WHEREAS, Tacoland will pay a rate of \$1.33 per square foot per month with an annual increase of 2.5%; **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 Center City Development and Operations or his designee, is authorized to execute an amendment to the River Walk Lease Agreement with Tacoland Studios, LLC. to extend the lease term from October 31, 2017 through October 31, 2022. A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment I**.


SECTION 2. Funds generated by this ordinance will be deposited into the River Walk Capital Improvements Fund, OR-00001-01-01-01.

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.

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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 October, 2017.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

| | | | | | | | |
|---------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 12 (in consent vote: 5, 6, 7, 9, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22, 23, 24, 25, 26, 27) | | | | | | |
| Date: | 10/19/2017 | | | | | | |
| Time: | 09:51:43 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance authorizing the Amendment of a Riverwalk Lease Agreement with Tacoland Studios LLC to renew the term through October 31, 2022 for continued use of 180 square feet of River Walk patio space. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ron Nirenberg | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | x | |
| William Cruz Shaw | District 2 | | x | | | | |
| Rebecca Viagran | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | | |
| Greg Brockhouse | District 6 | | x | | | | |
| Ana E. Sandoval | District 7 | | x | | | | |
| Manny Pelaez | District 8 | | x | | | | |
| John Courage | District 9 | | x | | | | x |
| Clayton H. Perry | District 10 | | x | | | | |

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ATTACHMENT I

First Amendment of Riverwalk Lease Agreement
(Tacoland Studios LLC)

This First 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: Tacoland Studios LLC

Lessee's Address: 103 W. Grayson

Lease: 180 square feet of real property owned by the City in the San Antonio River Walk Area.

Ordinance Authorizing Original Lease: 2012-11-01-0844

Ordinance Authorizing First Renewal:

Beginning of First Renewal Term: November 1, 2017

Expiration of First Renewal Term: October 31, 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.

3.2 LESSEE may terminate this Agreement with sixty (60) day written notice to CITY. Notwithstanding the preceding, if at any time during renewal period, LESSEE's property lease for adjacent property out of which restaurant is operated is terminated by the property owner(s), this Agreement shall automatically terminate.

4. Rental.

Rental for the First Renewal Term is as follows:

4.1 For November 1, 2017 – October 31, 2018:
\$1.33 per sf/month or \$239.40 monthly/\$2,872.80 annually

4.2 For November 1, 2018 – October 31, 2019:
\$1.36 per sf/month or \$244.80 monthly/\$2,937.60 annually

4.3 For November 1, 2019 – October 31, 2020:
\$1.39 per sf/month or \$250.20 monthly/\$3,002.40 annually

4.4 For November 1, 2020 – October 31, 2021:
\$1.42 per sf/month or \$255.60 monthly/\$3,062.20 annually

4.5 For November 1, 2021 – October 31, 2022:
\$1.46 per sf/month or \$262.80 monthly/\$3,153.60 annually

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.

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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

Tacoland Studios LLC

By: _____

By: 

Printed Name: _____

Printed Name and Title: DAVID M. ADELMAN, MANAGER

Title: _____

Date: 9/19/2017

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney