

AN ORDINANCE 2016-05-12-0340

**AUTHORIZING AN AMENDMENT TO THE RIVER WALK PATIO
LEASE AGREEMENT WITH R & D BRANDS, INC. D/B/A BELLA ON
THE RIVER TO EXTEND THE LEASE AGREEMENT TERM
THROUGH MAY 31, 2021.**

* * * * *

WHEREAS, Ordinance 2011-06-090480 authorized an Agreement with Bella on the River for the use of 127.1 square feet of River Walk Patio Space; and

WHEREAS, the term of the agreement was five years, commencing June 1, 2011 - May 31, 2016; and

WHEREAS, this ordinance will authorize an amendment to the agreement with Bella on the River, to extend the agreement's term through May 31, 2021; and

WHEREAS, Bella on the River will pay a rate of \$1.72 per square foot per month with an annual increase of 1.5%; **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 Interim Director of the Center City Development and Operations Department or his designee, is authorized to execute an amendment to the River Walk Patio Lease Agreement with R & D Brands, Inc. d/b/a Bella on the River to extend the lease agreement term through May 31, 2021. A copy of the amendment to the lease agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 29093000, WBS Element OR-00001-01-01-01, and General Ledger 4407711.

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
05/12/16
Item #11

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 12th day of May, 2016.

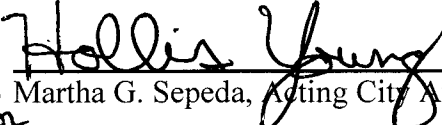

M A Y O R
Ivy R. Taylor

ATTEST:



Letecia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Martha G. Sepeda, Acting City Attorney

Agenda Item:	11 (in consent vote: 4, 5, 6, 7, 10, 11, 12, 14, 15, 16, 17, 18, 19)						
Date:	05/12/2016						
Time:	09:26:39 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an Amendment to the River Walk patio lease agreement with R & D Brands Inc. d/b/a Bella on the River to extend the lease term through May 31, 2021. [Lori Houston, Assistant City Manager; John Jacks, Interim Director, Center City Development & Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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				
Michael Gallagher	District 10		x				

First Amendment of Riverwalk Lease Agreement

(R&D Brands, Inc. d/b/a Bella on the River)

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: R&D Brands, Inc. d/b/a Bella on the River

Lessee's Address: 106 East River Walk, San Antonio, Texas, 78205

Lease: River Walk Patio Lease between Lessor and Lessee
pertaining to 127.1 square feet of patio space adjacent the
San Antonio River.

Ordinance Authorizing

Original Lease: 2011-06-09-0480

Ordinance Authorizing

First Renewal:

Beginning of First

Renewal Term: June 1, 2016

Expiration of Second

Renewal Term: May 31, 2021

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.

Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

4.1 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 For the term June 1, 2016 – May 31, 2017:
\$2,623.32 per year or \$218.61 per month

4.1.2 For the term June 1, 2017 – May 31, 2018:
\$2,669.16 per year or \$222.43 per month

4.1.3 For the term June 1, 2018 – May 31, 2019:
\$2,714.88 per year or \$226.24 per month

4.1.4 For the term June 1, 2019 – May 31, 2020:
\$2,760.60 per year or \$230.05 per month

4.1.5 For the term June 1, 2020 – May 31, 2021:
\$2,806.32 per year or \$233.86 per month

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

City of San Antonio, a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Lessee

R&D Brands Inc. d/b/a Bella on the River

By:  _____

Printed
Name and
Title: David A. Snyder, Owner

Date: 14 Apr 16

Attest:

City Clerk

Approved as to Form:

City Attorney