SW/vv
12/17/15
Item #14

AN ORDINANCE 2015-12-17-1062

AUTHORIZING AN EXTENSION OF RAINFOREST CAFÉ INC.'S RIVER WALK PATIO LEASE THROUGH JANUARY 14, 2021.

* * * * *

WHEREAS, Ordinance 2006-01-05-39 authorized a River Walk Lease Agreement with Rainforest Café, Inc. for the use of 196 square feet of River Walk patio space; and

WHEREAS, the term of the agreement was for five years, commencing January 15, 2006 through January 14, 2011; and

WHEREAS, Ordinance 2010-12-09-1021 authorized an extension through January 14, 2016; and

WHEREAS, this ordinance will authorize the second extension through January 14, 2021; and

WHEREAS, the Rainforest Café, Inc. will pay a rate of $2.25 per square foot per month with an annual increase of 3.0%; and

WHEREAS, this rate was established through a market rate study completed by Valbridge Property Advisors - Dugger, Canaday, Grafe, Inc. in November 2015; **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 hereby authorized to execute a second amendment to the River Walk Lease Agreement with Rainforest Café, Inc. to extend the lease agreement term through January 14, 2021. A copy of the second 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
12/17/15
Item #14

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 December, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young for

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**14 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16A, 16B, 16C, 18, 19, 20, 21, 22, 23, 24, 25, 26)**
Date:	12/17/2015
Time:	10:36:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an extension of Rainforest Cafe's River Walk patio lease through January 14, 2021. [Lori Houston, Assistant City Manager; John Jacks, Interim Director, Center City Development & Operations Department]
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				
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				x

Second Amendment to Lease Agreement
(Rainforest Café Inc.)

This Second Amendment to Lease Agreement is between Rainforest Café, Inc. ("Lessee") and the City of San Antonio ("Lessor"), pursuant to the Ordinance Authorizing the Second Amendment.

1. Identifying Information.

Lessee:	Rainforest Café, Inc.
Lessee's Address:	110 East Crockett, San Antonio, Texas 78205
Lease:	An area containing 196 square feet of patio space adjacent to the river level entrance of Rainforest Café, Inc., adjacent to Lot A-12, New City Block 416, and within the River Walk, San Antonio, Bexar County, Texas.
Ordinance Authorizing Original Lease:	2006-01-05-39
Ordinance Authorizing First Amendment:	2010-12-09-1021
Ordinance Authorizing Second Amendment:	
Beginning of Renewal Term:	January 15, 2016
Expiration of Renewal Term:	January 14, 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. Renewal.

3.1 The term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

4. Rent.

4.1 The monthly rental shall be $2.25 per square foot per month for first lease year of the Renewal Term, and shall increase by a rate of three percent (3.00%) per

square foot per year, commencing upon the anniversary date of each remaining lease year. 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 1/15/2016 – 1/14/2017 ($2.25 per square foot per month): $5,292.00 payable in one lump sum in advance or $441.00 per month.

4.1.2 1/15/2017 – 1/14/2018 ($2.32 per square foot per month): $5,456.64 payable in one lump sum in advance or $454.72 per month.

4.1.3 1/15/2018 – 1/14/2019 ($2.39 per square foot per month): $5,621.28 payable in one lump sum in advance or $468.44 per month.

4.1.4 1/15/2019 – 1/14/2020 ($2.46 per square foot per month): $5,785.92 payable in one lump sum in advance or $482.16 per month.

4.1.5 1/15/2020 – 1/14/2021 ($2.53 per square foot per month): $5,950.56 payable in one lump sum in advance or $495.88 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.

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	**Rainforest Café, Inc.**
By:_____	By:_____
Printed Name:_____	Printed Name and Title: Steven L. Scheinthal ~~Vice President~~
Title:_____	
Date:_____	Date:_____

Attest:

_____
City Clerk

Legal LF

Approved as to Form:

_____
City Attorney