SW/vv
02/20/14
Item #13

AN ORDINANCE 2014-02-20-0101

AUTHORIZING A FIVE YEAR RENEWAL OF THE RIVER WALK PATIO LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND RIO RIO CANTINA CORPORATION, D/B/A RIO RIO CANTINA FOR USE OF 171.46 SQUARE FEET OF PATIO SPACE ALONG THE RIVER WALK.

* * * * *

WHEREAS, Ordinance #2009-11-19-0938 authorized a five-year Agreement with Rio Rio Cantina that will expire February 28, 2014; and

WHEREAS, this ordinance will authorize renewal of the Agreement for continued use of 171.46 square feet of outdoor patio space along the River Walk; and

WHEREAS, the renewal term will commence March 1, 2014 and end February 28, 2019;

WHEREAS, Rio Rio Cantina will pay a rate of $2.63 per square foot per month the first year of the renewal term, with the rate increasing 3.00% annually thereafter; and

WHEREAS, no other terms of the Agreement will be modified through authorization of this Renewal; **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 Office or her designee, is hereby authorized to execute a five year Renewal of the River Walk Patio Lease Agreement between the City of San Antonio and Rio Rio Cantina Corporation, d/b/a Rio Rio Cantina for use of 171.46 square feet of patio space along the River Walk. A copy of the Renewal Lease Agreement 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-00001-01-01-01-01 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
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Item #13

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 20th, day of February, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Robert F. Greenblum, City Attorney

Agenda Item:	**13 (in consent vote: 4, 5, 7, 8, 9, 11, 12, 12A, 12B, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26)**
Date:	02/20/2014
Time:	09 23 29 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a five year Renewal of the River Walk Patio Lease Agreement between the City of San Antonio and Rio Rio Cantina Corporation, d/b/a Rio Rio Cantina for use of 171 46 square feet of patio space along the River Walk [Carlos Contreras, Assistant City Manager, Lori Houston, Director, Center City Development Office]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			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				

Renewal of Lease Agreement

(Rio Rio Cantina Corporation, d/b/a Rio Rio Cantina)

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

1. Identifying Information.

Lessee:	Rio Rio Cantina Corporation, d/b/a Rio Rio Cantina
Lessee's Address:	421 River Walk, San Antonio, Texas 78205
Lease:	River Walk Patio Lease between Landlord and Tenant pertaining to 171.46 square feet of patio space adjacent the San Antonio River, directly across from river level entrance of Rio Rio Cantina Corporation, d/b/a Rio Rio Cantina, located a 421 River Walk, New City Block 148, and within the River Walk, San Antonio, Bexar County, Texas.
Ordinance Authorizing Original Lease:	2009-11-19-0938
Ordinance Authorizing Renewal:	
Beginning of Renewal Term:	March 1, 2014
Expiration of Renewal Term:	February 28, 2019

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.

3.2 If Lessee wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates.

Lessee must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

4.1 The monthly rental shall be $2.63 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 3/1/2014 - 2/28/2015 ($2.63 per square foot per month): $5,411.28 payable in one lump sum in advance or $450.94 per month.

4.1.2 3/1/2015 - 2/29/2016 ($2.71 per square foot per month): $5,575.92 payable in one lump sum in advance or $464.66 per month.

4.1.3 3/1/2016 – 2/28/2017 ($2.79 per square foot per month): $5,740.44 payable in one lump sum in advance or $478.37 per month.

4.1.4 3/1/2017 – 2/28/2018 ($2.87 per square foot per month): $5,905.08 payable in one lump sum in advance or $492.09 per month.

4 1.5 3/1/2018 – 2/28/2019 ($2.96 per square foot per month): $6,090.24 payable in one lump sum in advance or $507.52 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	**Rio Rio Cantina Corporation, d/b/a Rio Rio Cantina**
By:_____	By:_____
Printed Name:_____	Printed Name and Title: Patrick Jennings, Vice President
Title:_____	
Date:_____	Date: 1/16/2014

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney