SW/vv
02/18/16
Item #15

AN ORDINANCE 2016-02-18-0104

AUTHORIZING THE FIRST AMENDMENT TO THE RIVER WALK PATIO LEASE AGREEMENT WITH AZTEC FAMILY GROUP, LLC. TO INCREASE THE LEASED PREMISES FROM 1,409 TO 1,653.93 SQUARE FEET.

* * * * *

WHEREAS, Ordinance 90983 passed by City Council on December 9, 1999 authorized the lease of 1,409 square feet of River Walk patio space to Aztec on the River, Ltd., owner of the adjacent Aztec Theatre Building; and

WHEREAS, on August 25, 2005 through Ordinance 101302, City Council authorized the sub-lease of the River Walk patio space to Iron Cactus San Antonio; and

WHEREAS, most recently on February 19, 2015 City Council approved Ordinance 2015-02-19-0113, which authorized the assignment of the River Walk patio lease from Aztec on the River, Ltd. to Aztec Family Group, LLC. as a result of the sale of the Aztec Theatre Building to Aztec Family Group, LLC.; and

WHEREAS, on November 30, 2015, Aztec Family Group, LLC. (Aztec) completed construction of an access ramp and additional patio dining space adjacent to their leased premises; and

WHEREAS, the improvements, which were reviewed and approved by the Office of Historic Preservation and the Center City Development and Operations Department (CCDO), were made to provide a direct entrance and exit to the leased premises from the River Walk; and

WHEREAS, this ordinance will amend the River Walk patio lease with Aztec to formally increase the leased premises from 1,409 to 1,653.93 square feet; **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 first amendment to the River Walk patio lease agreement with Aztec Family Group, LLC., to increase the leased premises from 1,409 to 1,653.93 square feet. A copy of the first 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

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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.

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 18th, day of February, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**15 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30A, 30C, 30D, 30E, 30F)**
Date:	02/18/2016
Time:	10:40:05 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the first amendment to the River Walk patio lease agreement with Aztec Family Group, LLC. to increase the leased premises from 1,409 to 1,653.93 square feet. [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 to the River Walk Patio Lease Agreement
(Aztec Family Group, LLC.)

This First Amendment to the River Walk Patio Lease Agreement is between the Aztec Family Group, LLC. ("Lessee") and the City of San Antonio ("Lessor"), pursuant to the Ordinance Authorizing the First Amendment.

1. Identifying Information.

Lessee:	Aztec Family Group, LLC.
Lessee's Address:	16 Carriage Hill, San Antonio, TX 78257
Lease:	An area containing 1,659.93 square feet of patio space, located on the San Antonio River Walk between the north side of the Hugman Wall and the San Antonio River adjacent to the sub-surface of that portion of Crockett Street between North St. Mary's Street and Navarro Street abutting Lessee's property located at Lots 2,3,4,5,6,7,8 and 9, Block 3, New City Block 116, according to Bexar Appraisal District Records, and the W/2 of Corcoran Alley, situated with the corporate limits of the City of San Antonio, Bexar County, Texas
Ordinance Authorizing Original Lease:	90983
Ordinance Authorizing Sub-Lease:	101302
Ordinance Authorizing Assignment of Lease:	2015-02-19-0113
Ordinance Authorizing First Amendment:	

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. Demise of Premises.

3.1 The Leased Premises, as provided for in Section 1.1, is adjusted to approximately 1,659.93 square feet. This area includes 194.94 square feet of additional patio dining space and 55.99 square feet of public ingress/egress space. Attachment A includes a diagram of the adjusted Leased Premises.

4. Rental.

4.1 Effective March 1, 2016, the monthly rental due shall be revised to include additional patio dining space. Rental will not be charged on public ingress/egress space. The revised rental amount due is $2,630.46. Adjustment to this amount will occur in July 2016 as provided for under Section 4.1b.

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 amendment, 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.

Remainder of Page Left Intentionally Blank

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

Lessor	**Lessee**
City of San Antonio, a Texas municipal corporation	**Aztec Family Group, LLC.**
By:_____	By:_____
Printed Name:_____	Printed Name and Title: SAMUEL PANCHEVRE
Title:_____	
Date:_____	Date: 1-31-16

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney