

ORDINANCE 2022-12-01-0894

APPROVING A SECOND AMENDMENT OF THE RIVERWALK LEASE AGREEMENT WITH TACOLAND STUDIOS LLC TO ALLOW THE CONTINUED USE OF THE CITY'S AIR RIGHTS TO SUPPORT A RIVER WALK PATIO FOR AN ADDITIONAL TERM OF FIVE YEARS.

* * * * *

WHEREAS, the property associated with this agreement is on the Museum Reach portion of the Riverwalk; and

WHEREAS, the property has an outdoor dining patio extending over the City's property, requiring air rights from the City; and

WHEREAS, an agreement for air rights commenced on November 1, 2012 and was extended from November 1, 2017 through October 31, 2022; and

WHEREAS, at the property owner's request, the lease will be extended for an additional five years, ending October 31, 2027; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee, or the Director of the Center City Development and Operations Department or designee is authorized to execute a second amendment of the River Walk lease agreement with Tacoland Studios LLC, as **Attachment I**, to allow for the continued use of the City's Air Rights to support a Riverwalk patio for an additional term of five years. Rent due under this agreement will be deposited in the Riverwalk Capital Improvement Fund.

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer 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.

SECTION 3. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 1st day of December, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting December 1, 2022

11.

2022-12-01-0894

Ordinance amending the River Walk Lease Agreement between the City of San Antonio and Tacoland Studios LLC to allow the continued use of the City's air rights to support a River Walk patio for an additional term of five years, commencing on November 1, 2022, and expiring on October 31, 2027. Rent due under this agreement will be deposited in the Riverwalk Capital Improvement Fund. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations Department]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Viagran seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Sandoval, Pelaez, Courage

Absent: Perry

Attachment I

Second Amendment to River Walk Lease Agreement (Tacoland Studios LLC)

This Second Amendment to the River Walk Lease Agreement (Agreement) is between Tacoland Studios LLC ("Lessee") and the City of San Antonio ("City"), pursuant to the Ordinance Authorizing the Second Amendment.

1. Identifying Information

Lessee:	Tacoland Studios LLC
Lessee's Address:	103 W. Grayson, San Antonio, Texas 78212
Lease:	River Walk Lease between City and Lessee pertaining to 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 Amendment:	2017-10-19-0807
Ordinance Authorizing Second Amendment:	
Beginning of Second Renewal Term:	November 1, 2022
Expiration of Second Renewal Term:	October 31, 2027

2. Defined Terms

2.1. All terms used in this instrument and not otherwise defined herein but defined in the Agreement to it have the meanings previously ascribed to them.

3. Term

3.1. The term of this Lease is extended from November 1, 2022, through October 31, 2027.

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 initial rental rate for the first year shall be \$1.81 per square foot per month or \$325.80 and shall increase by 2.5% per square foot per year. Rental rate may be paid in lump sum in advance, or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

Year	Term	Monthly Amount	Annual Amount
1	11/1/2022 - 10/31/2023	\$325.80	\$3,909.60
2	11/1/2023 - 10/31/2024	\$333.95	\$4,007.34
3	11/1/2024 - 10/31/2025	\$342.29	\$4,107.52
4	11/1/2025 - 10/31/2026	\$350.85	\$4,210.21
5	11/1/2026 - 10/31/2027	\$359.62	\$4,315.47

5. No Default

- 5.1. Neither City nor Lessee is in default under the Agreement, 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 Agreement. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of City and Lessee. City and Lessee reaffirm the Agreement as modified by this renewal instrument 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 instrument waives an otherwise applicable exception to disclosure.

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

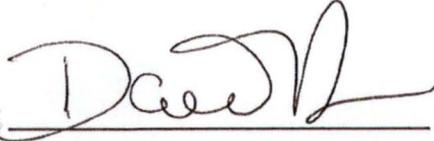
City

Lessee

City of San Antonio, a Texas municipal corporation

Tacoland Studio LLC

By: _____

By:  _____

Printed Name: _____

Printed Name: DAVID M. ADELMAN

Title: _____

Title: MANAGER

Date: _____

Date: 10/12/2022

Attest:

City Clerk

Approved as to Form:

City Attorney