

ORDINANCE

2022-10-20-0789

**AUTHORIZING A SECOND AMENDMENT TO THE RIVER WALK LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND JCS ACQUISITION, INC. D/B/A JOE'S CRAB SHACK TO CONTINUE UTILIZING THE CURRENT RIVER WALK PATIO SPACE FOR AN ADDITIONAL TERM OF FIVE (5) YEARS, COMMENCING ON DECEMBER 1, 2022, AND EXPIRING ON NOVEMBER 31, 2027**

\* \* \* \* \*

**WHEREAS**, Ordinance 2012-08-02-0549 authorized a five (5) year Agreement with Joe's Crab Shack-Texas, Inc. (a subsidiary of the Ignite Restaurant Group) for use of 98.87 square feet of River Walk Patio Space. The term of the agreement began on January 1, 2013.; and

**WHEREAS** On March 29, 2018, through Ordinance 2018-03-29-0198, the City approved Amendment # 1 to the Lease Agreement with JCS Acquisitions, Inc. (a subsidiary of Landry's Inc.) d/b/a Joe's Crab Shack to extend the Agreement's term from January 1, 2018 through November 30, 2022.; and

**WHEREAS**, this Ordinance authorizes the second amendment of the lease agreement; and

**WHEREAS**, during the renewal term, the monthly rental rate is \$3.08 per square foot generating annual revenue beginning at \$3,653.88 and increasing 3% annually; and

**WHEREAS**, the lease extension expires on November 30, 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 the Second Amendment to the River Walk patio lease agreement with JCS Acquisitions, Inc. (a subsidiary of Landry's Inc.) d/b/a Joe's Crab Shack for outdoor dining alongside the San Antonio River Walk. A copy of the Second Amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Funds received for this Ordinance Walk Lease Agreement will be deposited in 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 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 Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers 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 20th day of October, 2022.**



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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Debbie Racca-Sittre, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney



## City of San Antonio

### City Council Meeting October 20, 2022

28.

**2022-10-20-0789**

Ordinance amending the River Walk Lease Agreement between the City of San Antonio and JCS Acquisition, Inc. d/b/a Joe's Crab Shack to continue using the current River Walk patio space for an additional five year term starting on December 1, 2022, and expiring on November 31, 2027. Lease revenue will go in the General Fund. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations Department]

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

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

SW/CH  
10/20/2022  
Item No. 28

## ATTACHMENT I

# **Second Amendment to River Walk Lease Agreement**

(JCS Acquisition, Inc. d/b/a Joe's Crab Shack)

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This Second Amendment to the River Walk Lease Agreement (Agreement) is between JCS Acquisition, Inc. d/b/a Joe's Crab Shack ("Lessee") and the City of San Antonio ("City"), pursuant to the Ordinance Authorizing the Second Amendment.

## **1. Identifying Information**

<b>Lessee:</b>	JCS Acquisition, Inc. d/b/a Joe's Crab Shack
<b>Lessee's Address:</b>	212 College Street #100, San Antonio, Texas
<b>Lease:</b>	River Walk Patio Lease between City and Lessee pertaining to 98.87 square feet of patio space adjacent the San Antonio River.
<b>Ordinance Authorizing Original Lease:</b>	2012-08-02-0549
<b>Ordinance Authorizing First Amendment:</b>	2018-03-29-0198
<b>Ordinance Authorizing Second Amendment:</b>	
<b>Beginning of Second Renewal Term:</b>	December 1, 2022
<b>Expiration of Second Renewal Term:</b>	November 30, 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 December 1, 2022, through November 30, 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 \$3.08 per square foot per month or \$304.49 and shall increase by 3% 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	12/1/2022 - 11/30/2023	\$304.49	\$3,653.88
2	12/1/2023 - 11/30/2024	\$313.62	\$3,763.50
3	12/1/2024 - 11/30/2025	\$323.03	\$3,876.40
4	12/1/2025 - 11/30/2026	\$332.72	\$3,992.69
5	12/1/2026 - 11/30/2027	\$342.71	\$4,112.47

**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.

*Remainder of Page Left Intentionally Blank*

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

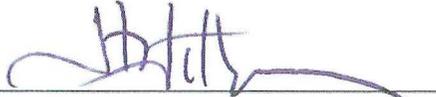
City

Lessee

City of San Antonio, a Texas municipal corporation

JCS Acquisition, Inc.

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: **Steven L. Scheinthal**  
Vice President

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 8-22-2022

Attest:

Legal LF

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney