

**CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

SUBJECT: River Walk Lease Agreement with Rainforest Café, Inc.

DATE: January 5, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of a standard five (5) year Lease Agreement with Rainforest Café, Inc., a restaurant, for lease of patio space on the San Antonio River Walk in City Council District 1 for outdoor dining purposes.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The City owns properties along the San Antonio River Walk, which are leased to businesses through contracts negotiated by the Parks and Recreation Department Contract Services Division. The agreement under consideration is with Rainforest Café, Inc. for an area containing a total of approximately 196 square feet of public property on the River Walk for outside dining purposes. This is a new lease for this business.

The lease is for a five (5) year term from January 15, 2006 through January 14, 2011. The agreement specifies a rent of \$1.77 per square foot per month for the first year (\$4,163.04, annually), increasing each year by a rate of two and one-half percent. This rate is consistent for this area of the River Walk.

POLICY ANALYSIS

This lease agreement is consistent with other leases presently in effect for space on the San Antonio River Walk. It continues the City's policy to enter into agreements that provide good quality entertainment and restaurant services for visitors to this important City Parks and Recreation Department facility.

FISCAL IMPACT

The monthly rental is \$1.77 per square foot per month for the first lease year and will increase by a rate of two and one-half percent (2.5%) per square foot per year, commencing on the anniversary date of each remaining lease year. The City will receive the following rental income from this proposed Lease Agreement:

First 12 months	(\$1.77 per square foot per month):	\$346.92/monthly	\$4,163.04/annually
Second 12 months	(\$1.81 per square foot per month):	\$354.76/monthly	\$4,257.12/annually
Third 12 months	(\$1.86 per square foot per month):	\$364.56/monthly	\$4,374.72/annually
Fourth 12 months	(\$1.91 per square foot per month):	\$374.36/monthly	\$4,492.32/annually
Fifth 12 months	(\$1.95 per square foot per month):	\$382.20/monthly	\$4,586.40/annually

These rental fees will be deposited into the River Walk Capital Improvement Fund.

COORDINATION

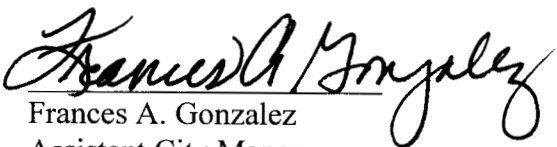
The City Attorney's Office, Risk Management Office, Asset Management Department, Finance Department and Office of Management and Budget have reviewed this item.

SUPPLEMENTARY COMMENTS

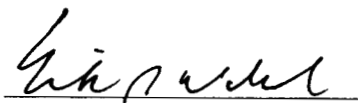
The Discretionary Contracts Disclosure Form completed by Rainforest Café, Inc. is attached.



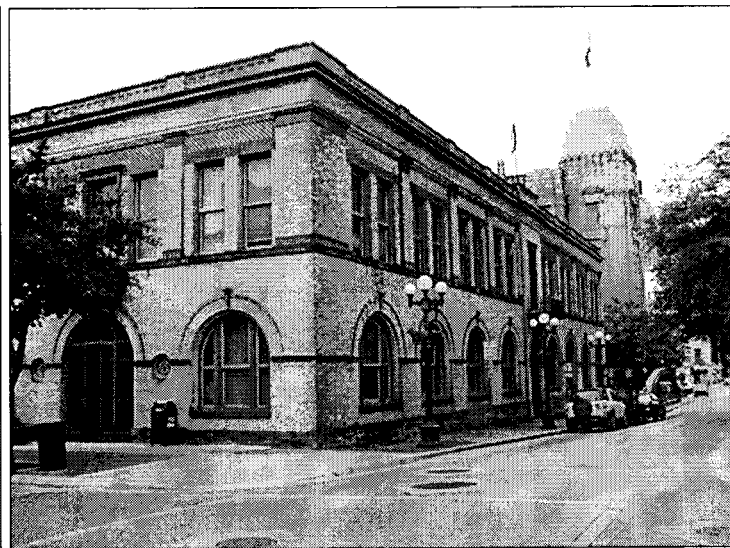
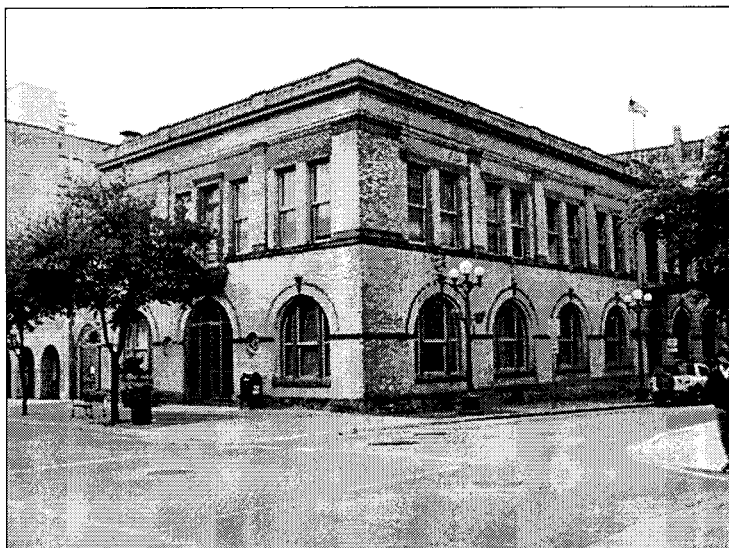
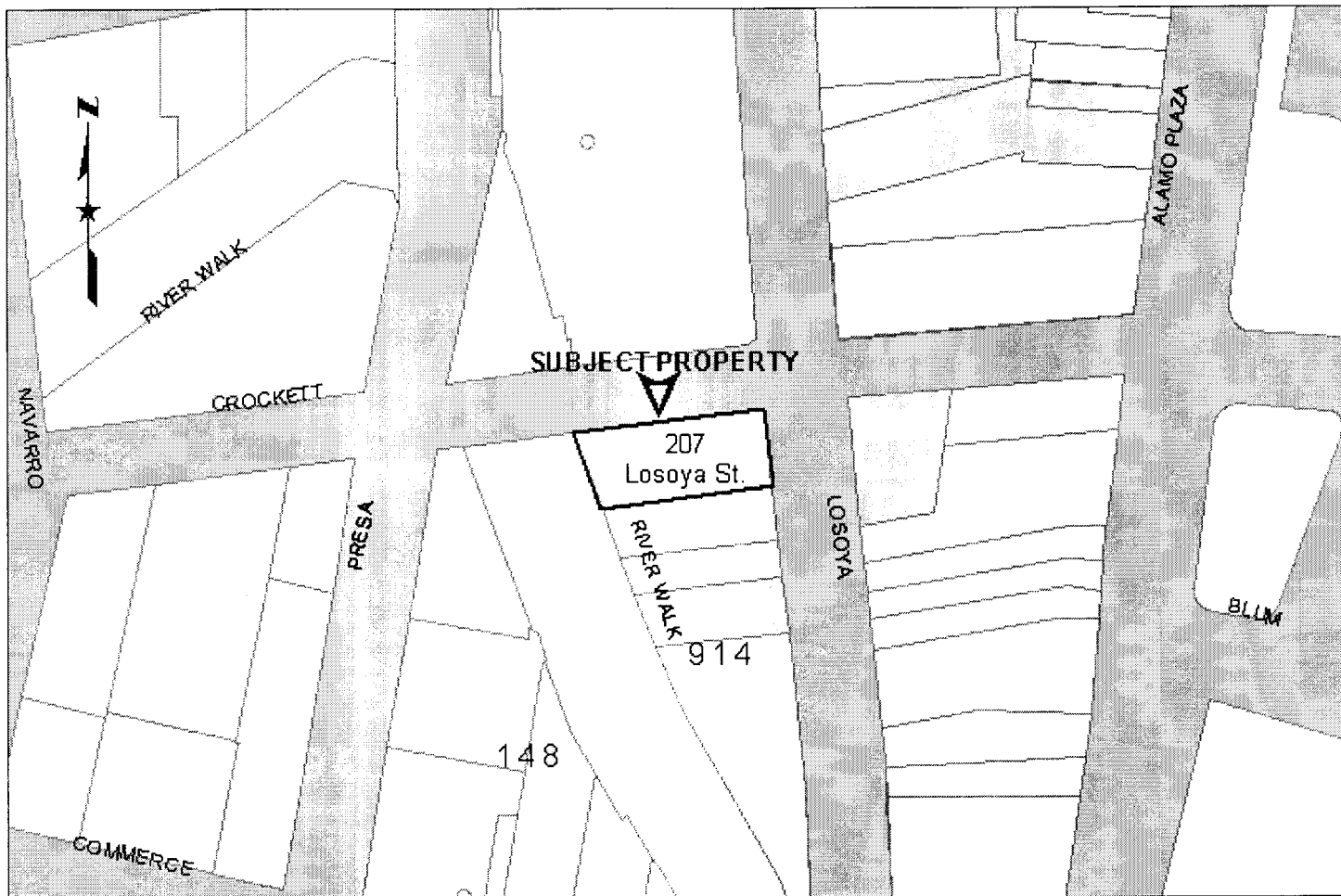
Malcolm Matthews
Director of Parks and Recreation



Frances A. Gonzalez
Assistant City Manager

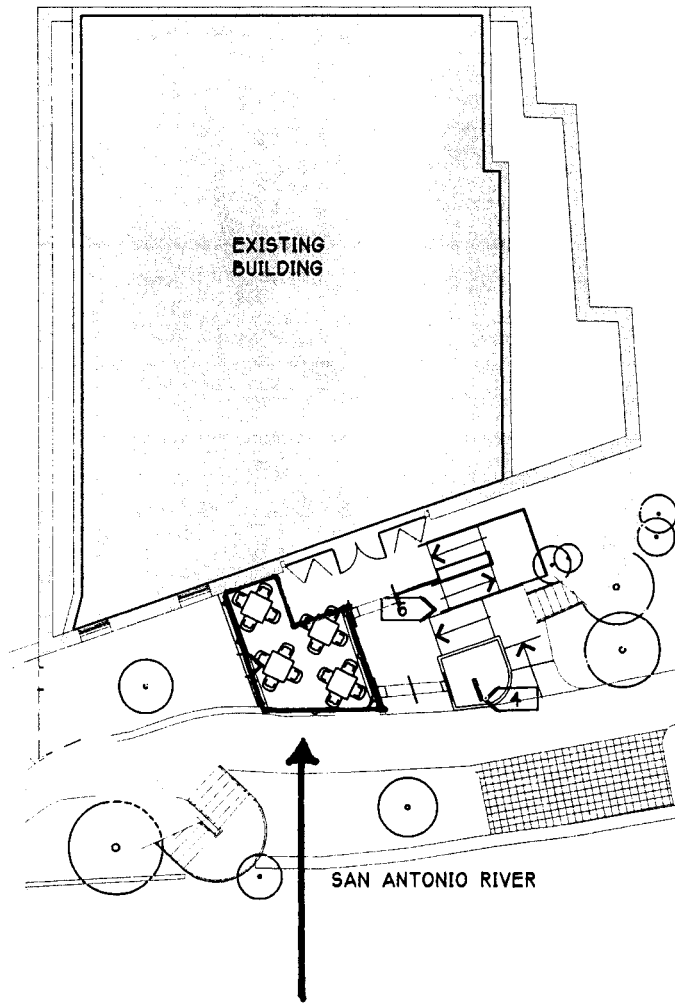


Sheryl Sculley
City Manager

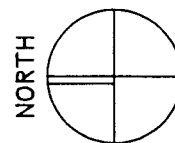


Southwesterly view of subject property

Exhibit "A"



PATIO LEASE SPACE (196 SQ FT)



0 1/2" 1" 2"
 SCALE: 1" = 20'-0"

RAINFOREST CAFE - SAN ANTONIO RIVERWALK LEVEL

ASSESSMENT SUBMITTAL

05.17.05



City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Rainforest Cafe, Inc.

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

Landry's Restaurants, Inc. (Parent)

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

Not Applicable

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☐ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

Not Applicable

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Please see attached Exhibit A.			

(6) Disclosures in Proposals

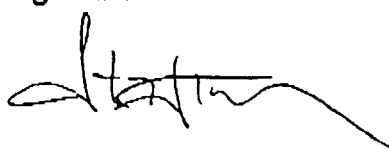
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

None

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: Vice President Company or D/B/A: Rainforest Cafe, Inc.	Date: 12/13/05
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LEGAL 

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**City of San Antonio
Discretionary Contracts Disclosure
Exhibit "A"**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Landry's Political Action Committee	Ed Garza Campaign 2004	\$1,000.00	06/01/04
Landry's Political Action Committee	Chip Haas Campaign	\$ 500.00	06/07/04
Landry's Political Action Committee	Art Hall for City Council Campaign	\$ 250.00	03/11/05
Landry's Political Action Committee	In-Kind for Julian Castro Campaign	\$ 728.40	04/28/05
Landry's Political Action Committee	In-Kind for Ed Garza Campaign	\$ 287.32	05/19/05
Landry's Political Action Committee	In-Kind for Noel Suniga and Ray Lopez – Split 50/50	\$ 272.88	06/09/05
Landry's Political Action Committee	Chip Haas Campaign	\$ 500.00	10/18/05