

## Legislation Details (With Text)

**File #:** 20-178      **Version:** 1

**Type:** Action Item      **Status:** Passed

**In control:** City Council

**On agenda:** 5/26/2020      **Final action:** 5/26/2020

**Title:** Amendment to lease with Rudy's Steakhouse LLC

Ward(s): 1  
Councilor(s): Kaser  
Neighborhood(s): CANDO  
Result Area(s): Strong and Diverse Economy; Welcoming and Livable Community

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Lease, 2. Amendment

Date	Ver.	Action By	Action	Result
5/26/2020	1	City Council	approved	Pass

**TO:** Mayor and City Council

**THROUGH:** Steve Powers, City Manager

**FROM:** Kristin Retherford, Urban Development Department Director

**SUBJECT:**

Amendment to lease with Rudy's Steakhouse LLC

Ward(s): 1  
Councilor(s): Kaser  
Neighborhood(s): CANDO  
Result Area(s): Strong and Diverse Economy; Welcoming and Livable Community

**ISSUE:**

Shall the City Council authorize the City Manager to execute the attached lease amendment with Rudy's Steakhouse LLC?

**RECOMMENDATION:**

Authorize the City Manager to execute the attached lease amendment with Rudy's Steakhouse LLC.

## **SUMMARY:**

On May 22, 2017, (and as amended), Council authorized the City Manager to enter into a lease (Lease) (Attachment 1) with Rudy's Steakhouse LLC (Lessee) for City-owned retail space located at 350 Chemeketa Street NE in the Chemeketa Parkade. As part of the Lease negotiations staff agreed to have all restaurant-related personal property left by the previous tenant serviced, brought to working order, or replaced. One of those items was the walk-in cooler/freezer past its useful life and not replaceable prior to Lessee's occupancy and opening. Staff and Lessee agreed the unit would be replaced at a time of Lessee's choosing via a reimbursement to Lessee. Due to closure/reduced operation as a result of the Covid-19 crisis, Lessee desires to install the new unit while its on-site operations are closed. In order to process the reimbursement, it is necessary to amend the Lease.

## **FACTS AND FINDINGS:**

Staff and Lessee have come to terms on an amendment (Amendment) (Attachment 2) to the Lease. Key terms of the Amendment are below.

1. Maximum reimbursement \$50,000 (Lessee has solicited multiple quotes)
2. Lessee's contractor to complete a pre-construction walk through with the City's Facilities Services Division and attain all applicable permits.

## **BACKGROUND:**

Funds for the improvements will come from the Chemeketa Leasehold Fund and have been previously budgeted over the last several years.

Clint Dameron  
Real Property Services Manager

### **Attachments:**

1. Lease
2. Amendment