

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PARKS AND RECREATION DEPARTMENT**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa B. Vossmer; Finance; Management and Budget; Legal; File

SUBJECT: Ordinance Authorizing a Five Year Lease Agreement with Cajun Riverport, Inc., for Lease of Sidewalk Space on the San Antonio RiverWalk in City Council District 1.

DATE: October 24, 2002

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of a standard five (5) year Lease Agreement with Cajun Riverport, Inc., d/b/a/ Boudro's Restaurant for lease of sidewalk space on the San Antonio RiverWalk in City Council District 1 for outdoor patio dining purposes.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The City owns properties along the San Antonio RiverWalk, which are leased to businesses through contracts negotiated by the Parks and Recreation Department Contract Services Division. The agreement under consideration is with Cajun Riverport, Inc., d/b/a/ Boudro's Restaurant for approximately 185.85 square feet of public property on the RiverWalk for outside dining purposes. This is a renewal of the lease for this business.

The term of the lease is for a five (5) year term from July 1, 2002 through June 30, 2007. The agreement specifies a rent of \$1.74 per square foot per month for the first year (\$3,880.55 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 RiverWalk. 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 \$1.74 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 (\$1.74 per square foot per month): \$3,880.55/annual

Second 12 months (\$1.78 per square foot per month): \$3,969.76/annual

Third 12 months (\$1.82 per square foot per month): \$4,058.96/annual

Fourth 12 months (\$1.87 per square foot per month): \$4,170.47/annual

Fifth 12 months (\$1.92 per square foot per month): \$4,281.98/annual


These rental fees are deposited into the RiverWalk Capital Improvement Fund.

COORDINATION

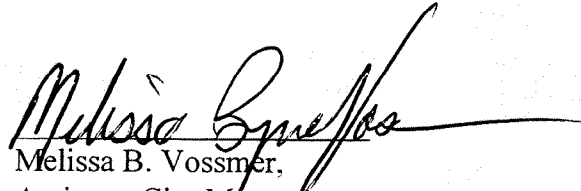
The City Attorney's Office and Asset Management have reviewed and approved this standard lease agreement.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form completed by Cajun Riverport, Inc., is attached.

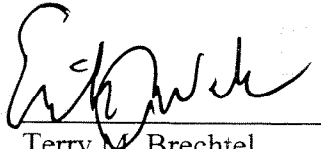


Malcolm Matthews,
Director of Parks and Recreation



Melissa B. Vossmer,
Assistant City Manager

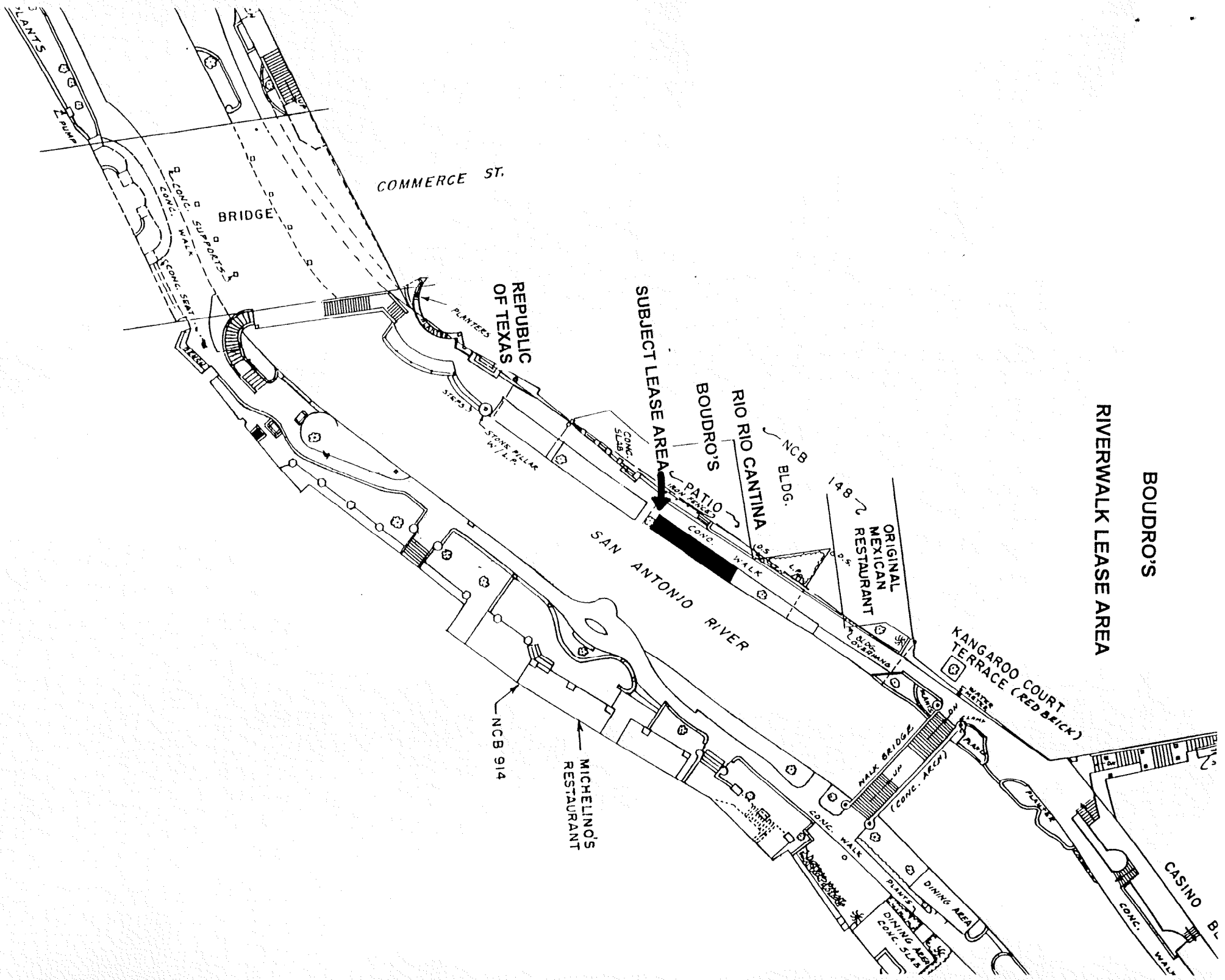
Approved:



Terry M. Brechtel
City Manager

BOUDRO'S

RIVERWALK LEASE AREA



City of San Antonio
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State Not Applicable for questions that do not apply.*

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, 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.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

Richard Higbie
Randy Mathews

(2) the identity of any business entity that would be a party to the discretionary contract:

Cagin Riverport Inc dba Boudro's
and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract;

N/A

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly 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 (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question¹ as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

N/A		
Signature:	Title:	Date:
	Company:	

¹ 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.