

**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 HemisFair Park Retail Lease Agreement with Cliff Croom d/b/a Amaya Deli and Yogurt House for Lease of the Dugosh House, Building 531 in HemisFair Park.

DATE: March 20, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance approves a five (5) year HemisFair Park Retail Lease Agreement with Cliff Croom d/b/a Amaya Deli and Yogurt House for lease of approximately 821 square feet identified as the Dugosh House, Building 531, in HemisFair Park in City Council District 1.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

It is the long-standing policy of the City of San Antonio to lease public property in the City's HemisFair Park, located in City Council District 1, for art, cultural and retail sales purposes. This ordinance authorizes a standard form HemisFair Park Retail Lease Agreement with Cliff Croom, a Sole Proprietor, d/b/a Amaya Deli and Yogurt House for his use of approximately 821 square feet of restaurant space, identified as the Dugosh House, Building 531.

This is a renewal of the lease for this business. Attached is a map outlining the area and the location of Building 531, that will be leased for these purposes. Mr. Cliff Croom has 30 years restaurant management and catering experience, including the successful operation of Amaya Deli in HemisFair Park since 1993. The City staff feels that Mr. Croom will continue to provide excellent service to the patrons of HemisFair Park.

The lease term will be from March 1, 2003 through February 29, 2008. He will be required to pay utility costs, abide by use clauses and minimum hours of operation, provide for all interior improvements and maintenance of the leased space and provide insurance levels specified by the City's Risk Manager as set forth in the lease agreement.

POLICY ANALYSIS

It is the long-standing policy of the City of San Antonio to lease public property in HemisFair Park for retail sales purposes. The approval of a lease agreement requires passage of a City ordinance.

FISCAL IMPACT

Mr. Croom will make payments as established in the lease agreement. The current 2003 rate is \$623.96 per month or \$7,487.52 per year. This will increase gradually to a rental rate of \$689.64 per month or \$8,275.68 in the last year of the lease agreement (2008).

Anticipated Lease Year revenues, which start March 1, 2003, are:


LY03/04 - \$7,487.52
LY04/05 - \$7,684.56
LY05/06 - \$7,881.60
LY06/07 - \$8,078.64
LY07/08 - \$8,275.68

COORDINATION

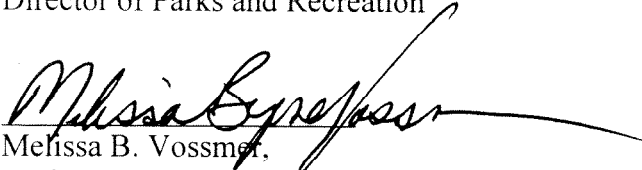
This Retail Lease Agreement was coordinated with the City Attorney's Office, the Department of Asset Management and Risk Management.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is attached.

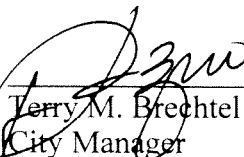


Malcolm Matthews,
Director of Parks and Recreation



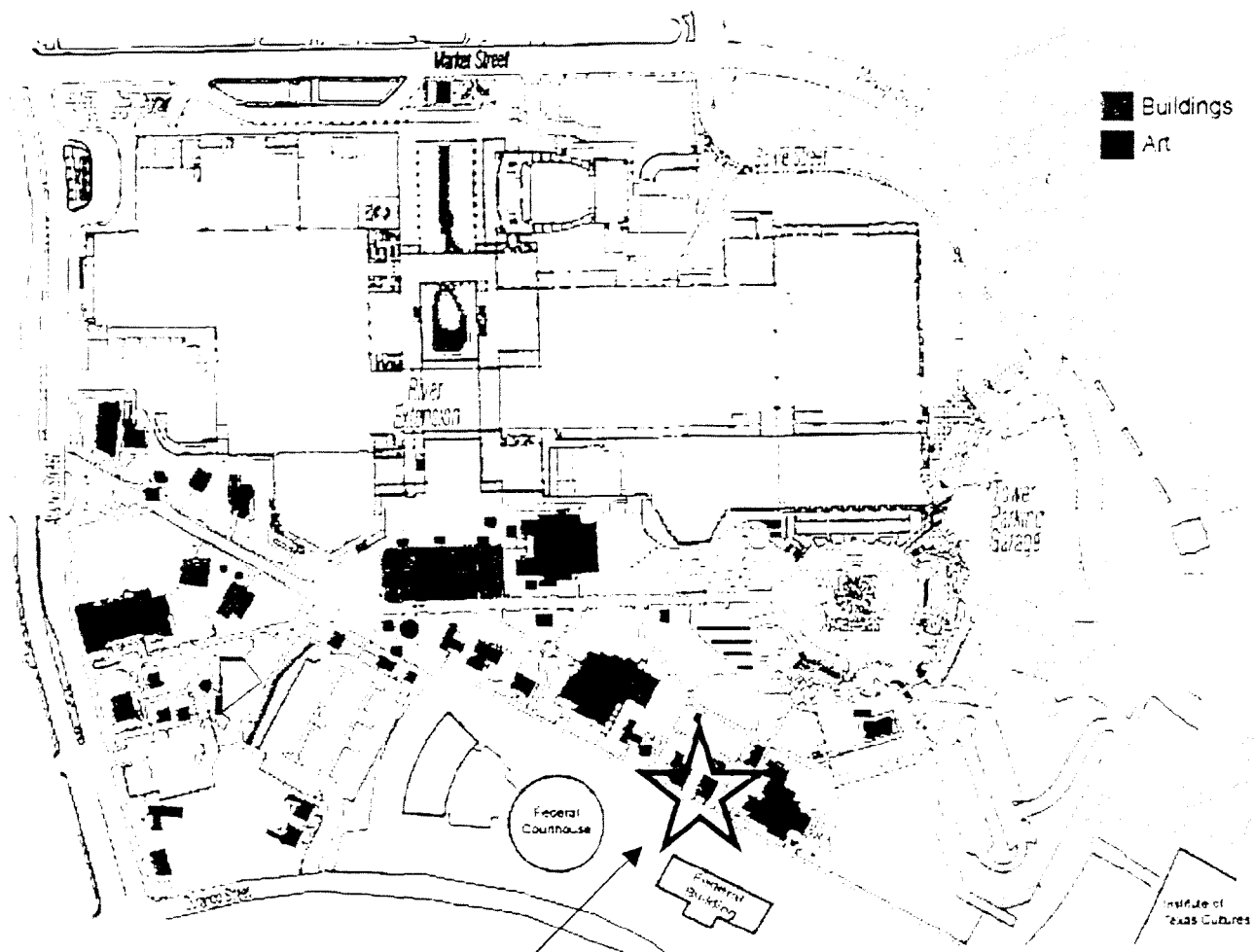
Melissa B. Vossmer,
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

HEMISFAIR BUILDING NO. 531, DUGOSH HOUSE
Amaya Deli and Yogurt House



Amaya Deli and Yogurt House
Building 531

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;

n/a

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

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.

We have no personal or business relationship with any city officials.		
Signature: <i>C. Cliff Croome</i>	Title: <i>owner</i> Company: <i>Amaya Deli</i>	Date: <i>2/24/03</i>

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.