

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
AVIATION DEPARTMENT**

TO: Mayor and City Council

FROM: Kevin C. Dolliole, Aviation Director

THROUGH: Terry M. Brechtel, City Manager

COPIES: Christopher J. Brady, Budget, City Attorney's Office, Finance, File

SUBJECT: Assignment of a Lease at Stinson Municipal Airport From William and Esther Fowler to Mr. Carlos P. Delgado and Mrs. Alma A. Rico

DATE: May 29, 2003

SUMMARY & RECOMMENDATION

The proposed ordinance authorizes the assignment of a lease at Stinson Municipal Airport from William and Esther Fowler Jr. to Carlos P. Delgado and Alma A. Rico. William and Esther Fowler Jr. sold the assets of the business and wish to assign the lease to the new owners. The leased premises to be assumed consists of 715 square feet in the Stinson Terminal Building and 2,174 square feet of ground space adjacent thereto for outdoor seating. The leased premise is used for a restaurant offering food, beverages and potentially the sale of memorabilia (i.e., caps, shirts, toys, etc).

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The proposed ordinance authorizes the assignment of a lease originally authorized by Ordinance No. 89612, dated April 15, 1999, at Stinson Municipal Airport with Mary R. Herrera. Subsequent assignments approved by City Council were to SonChin Fuerte, authorized by Ordinance No. 92491, dated September 14, 2000, and William and Esther Fowler Jr., authorized by Ordinance No. 93828, dated April 26th 2001.

The lease to be assigned from William and Esther Fowler Jr. to Carlos P. Delgado and Alma A. Rico is scheduled to expire on April 15, 2004. The proposed assignee plans to initially maintain the current employee level of 2-3 positions.

POLICY ANALYSIS

This action is consistent with City Council's policy to allow assumption and assignments of leases.

FISCAL IMPACT

Existing rentals will remain in place. Annual ground rental is \$108.70 (2,174 square feet at \$.05 per square foot). Annual rental for the Terminal Building space is \$1,200.00. The lessee pays a monthly rental of \$109.05. Additionally, the Lessee pays Lessor 10% of its "Gross Revenue" or "Gross Receipts" for the sale of memorabilia (i.e., caps, shirts, toys, etc.).

COORDINATION

This item has been coordinated with the Asset Management Department and the City Attorney's Office.

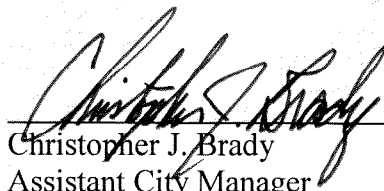
SUPPLEMENTARY COMMENTS

The Ethics Disclosure form signed by Carlos P. Delgado and Alma A. Rico is attached.

SIGNATURES

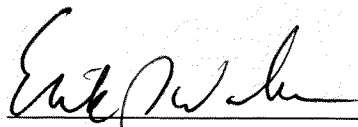


Kevin C. Dolliole
Aviation Director



Christopher J. Brady
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

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:

NA

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

NA

and the name of:

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

NA

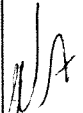
and the name of:

(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;

NA

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.

- (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.



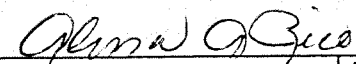

Political Contributions

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:

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 question² 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.

		
Signature: 	Title:	Date: 5-5-03

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.