

**CITY OF SAN ANTONIO  
AVIATION DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Mark H. Webb, Interim Aviation Director

**SUBJECT:** Lease Extension – Stinson Field Patio Café

**DATE:** December 15, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the execution of an amendment to the Stinson Municipal Airport Lease Agreement, between the City of San Antonio and Carlos P. Delgado/Alma A. Rico, for the operation of the Stinson Field Patio Café at Stinson Municipal Airport to allow the extension of the existing lease term to the earlier of April 30, 2007 or the completion of the new Café facility within the new Stinson Terminal Building.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The original Lease was signed between the City of San Antonio and Mary R. Herrera pursuant to Ordinance No. 89612, dated April 15, 1999. This Agreement was subsequently assigned to Carlos P. Delgado and Alma A. Rico, the current tenants, pursuant to Ordinance No. 97682, dated May 29, 2003.

The term of the original Lease was for five (5) years with an option to extend the Lease for an additional five (5) years with the mutual agreement of the Aviation Director and the tenants. The term of the Lease ended on April 30, 2004. A one (1) year extension was approved by the Aviation Director extending the Lease to April 30, 2005. The Lease is on a month-to-month extension pending the approval of this request for this Ordinance. Upon approval, this Lease will terminate on the completion of the new café facility in the new terminal building but no later April 30, 2007.

These rates are based on the current rental rate due to the short term nature of this Lease. With the completion of the new café in the new terminal facility, a new rate will be calculated based on an appraisal of the new terminal facility and a new Lease Agreement will be developed.

The Stinson Field Patio Café provides food service for the tenants, transit pilots and visitors to Stinson Municipal Airport.

This Lease Agreement contains current airport standard provisions including those concerning security, insurance, indemnification and performance guarantee.

## **POLICY ANALYSIS**

This ordinance is consistent with City Council policy to generate revenue through the leasing of City-owned property.

## **FISCAL IMPACT**

Under the terms of this Lease extension, the annual lease rate will continue at the rate of \$1.6783 per square foot for 715 square feet of building area, producing annual revenue of \$1,200.00 and 2,174 square feet of ground space at an annual rate of \$0.09 per square foot, producing \$195.66 in annual revenue.


Premises	Sq. Ft.	Annual Rate per Sq. Ft.	Annual Rental	Monthly Rental
Building	715	\$1.6783	\$1,200.00	\$100.00
Ground Space	2,174	\$0.09	\$ 195.66	\$ 16.31

## **COORDINATION**

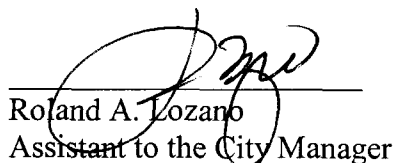
This item has been coordinated with the City Attorney's Office and the Asset Management Department.

## **SUPPLEMENTAL COMMENTS**

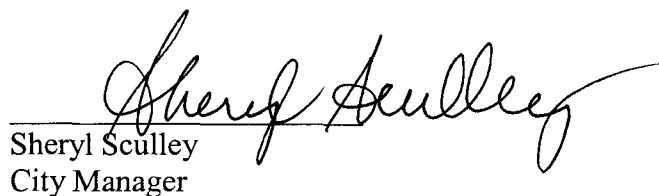
The Discretionary Contracts Disclosure Form completed by Lessee is attached hereto.



Mark H. Webb  
Interim Aviation Director



Roland A. Lozano  
Assistant to the City Manager



Sheryl Sculley  
City Manager

**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 entity<sup>1</sup> that is a **party** to the discretionary contract:

N/A

(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:

N/A

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

☐ No subcontractor(s); or

List subcontractors:

N/A

(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:

N/A

<sup>1</sup> 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:
N/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 question<sup>2</sup> 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:

N/A

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:

Carlos P. Delgado

Alma A. Sico

Title:

Company or D/B/A:

Date:

10-19-05

<sup>2</sup> 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.