

**CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Sheryl Sculley, City Manager

FROM: Malcolm Matthews, Director of Parks and Recreation

SUBJECT: Short term Agreement to operate Golf Course Food and Beverage Concession Operations

DATE: April 06, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance approves a short term concession agreement with Catering by Nick d/b/a S. A. Café, to operate the concession operations at the following golf facilities: Brackenridge, Willow Springs, Mission del Lago, Riverside, Cedar Creek and Olmos Basin.

Staff recommends the approval of this agreement with immediate commencement upon passage by eight affirmative votes.

BACKGROUND INFORMATION

The City owns and operates six municipal golf courses which include Brackenridge Golf Course in City Council District 1, Willow Springs Golf Course in City Council District 2, Mission del Lago Golf Course in City Council District 3, Riverside Golf Course in City Council District 3, Cedar Creek Golf Course in City Council District 8, and Olmos Basin Golf Course in City Council District 1 and 9.

Polanco and Company LLC d/b/a KGK 44, Inc. has operated concession operations at these facilities since 2002, following a Request for Proposal (RFP) process. The term of the contract was for 10 years. In February 2006, the contract with Polanco and Company d/b/a KGK 44, Inc. was terminated due to non-payment of the monthly concession fee.

A temporary concessionaire, Catering by Nick d/b/a S. A. Café, was hired and a temporary agreement began immediately to avoid a gap in service and allowed time for a short-term contract to be negotiated on an interim basis. This interim contract includes:

- Concessionaire agrees to pay to the City, throughout the term of the contract, 9.00% of all Gross Sales from this food and beverage concession operations which include but is not limited to, mobile vending sales, and event or catering sales, including third-party catered events. In addition, in the event that the concessionaire requires a beverage cart, the concessionaire agrees there will be a \$20.00 daily rental fee per beverage cart.

- Concessionaire agrees to maintain operating hours that coincide with the golf facilities' hours of operation. A mobile refreshment vehicle containing snack food and beverages will be made available.
- City will have the right to the placement of vending machines on the Premises under a separate contract with Municipal Marketing. City shall not charge less for like-sized products vended in the machines than the concessionaire's pricing.

The term of this agreement shall coincide with the time period required for the City to conduct a RFP process and select a new concessionaire. This agreement will begin immediately upon execution by the City and ending on the specific date set by the City in a notification to concessionaire that the RFP process has been concluded. The term shall in no case be less than three (3) months.

POLICY ANALYSIS


The City of San Antonio provides food and beverage service to patrons at the six (6) municipal golf course concession facilities.

FISCAL IMPACT

The concessionaire will pay to the City a rate of 9% of the adjusted gross sales of all food and beverage services, including mobile and vending sales, event or catering sales. This percentage is less than the payment rates to the City for a long-term contract because of the short duration to recover operating expenses and investment.

COORDINATION

This agreement was coordinated with the City Attorney's Office and the Risk Management Department.



Malcolm Matthews
Director of Parks and Recreation



Frances A. Gonzalez
Assistant City Manager

Approved for Council Consideration:



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 entity³ 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:

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

☒ No subcontractor(s); or

List subcontractors:

(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:

³ 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:
MANUEL H. GARCIA	RON SEGOVIA	250.00	2004 NOV.

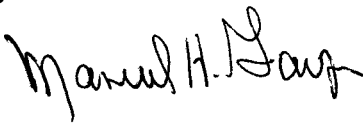
(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question⁴ 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:

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: 	Title: MANAGER Company or D/B/A: S.A. CAFE	Date: 2/9/06
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⁴ 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.