

AN ORDINANCE 2010-01-21-0054

AUTHORIZING AN AMENDMENT TO THE LEASE WITH ALAMO HELICOPTER TOURS SAN ANTONIO, LLC AT STINSON MUNICIPAL AIRPORT TO ADD SUITE 103.

* * * * *

WHEREAS, City and Alamo Helicopter Tours San Antonio, LLC ("Lessee"), entered into a lease for Suite 104 in the Stinson Municipal Airport Terminal Building (the "Lease") pursuant to Ordinance No. 2009-06-18-0510 dated June 18, 2009; and

WHEREAS, Lessee has requested that the City add Suite 103, consisting of 154 square feet within the Stinson Terminal Building, to the Lease to accommodate Lessee's expansion; and

WHEREAS, City is amenable to accommodate Lessee's request; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, is authorized to execute a lease amendment to the Lease with Alamo Helicopter Tours San Antonio, LLC. A copy of the amendment in substantially final form is set out in **Attachment I** to this Ordinance.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 51001000, Internal Order 233000000014, General Ledger Nos. 4405400 and 4405919.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

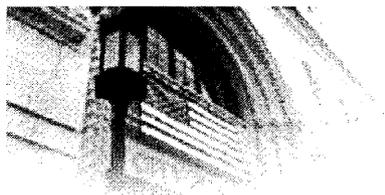
SECTION 4. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 21st day of January, 2010.

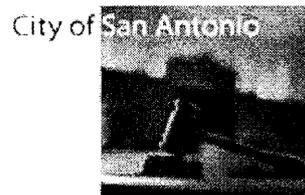

M A Y O R
JULIAN CASTRO

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 19

Name:	18, 19, 20, 21, 34						
Date:	01/21/2010						
Time:	04:53:22 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to the current lease agreement with Alamo Helicopter Tours, San Antonio, LLC to add Suite #103 and generate an additional \$1,803.34 annually for operations at Stinson Municipal Airport. [Erik Walsh, Assistant City Manager; Frank Miller, Director, Aviation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				x

**Item No. 19 - Ordinance Attachment I
01/21/2010 Agenda**

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE (“Amendment”) is entered into by and between the **City of San Antonio (“City”)** acting by and through its City Manager pursuant to Ordinance No. _____, and **Alamo Helicopter Tours San Antonio LLC (“Lessee”)**, a Texas limited liability company, acting by and through its duly authorized officers, with reference to the following facts:

WHEREAS, City and Lessee, entered into that certain Stinson Municipal Airport Lease pursuant to Ordinance No. 2009-06-18-0510 of June 18, 2009, (hereinafter the “Lease”); and

WHEREAS, Lessee has requested that the Lease be amended to add Suite 103, consisting of 154 square feet within the Stinson Terminal Building; and the City is amenable to amend the lease as requested, **NOW THEREFORE:**

In consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby acknowledged Lessee and City agree to Amend the Lease as follows:

- A. The following is added at the end of Article I. Description of Premises:

“Suite 103, consisting of 154 square feet within the Stinson Terminal Building, and identified on the attached Exhibit 3.”

- B. The following is added at the end of Article II. Rental, Section 2.1:

<u>Premises</u>	<u>Sq. Footage</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
Suite 103	154	\$10.00	\$1,540.00	\$128.33

- C. The performance guarantee amount in Article VII. Performance Guarantee, Section 7.1 is increased to Four Thousand Dollars (\$4,000.00)
- D. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- E. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Amendment, the later provision shall govern and control.
- F. This Amendment shall be effective on January 14, 2010.

G. This Amendment is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the dates set forth below.

**LESSEE: ALAMO HELICOPTER TOURS
SAN ANTONIO, LLC**

LESSOR: CITY OF SAN ANTONIO

By: _____
Signature

By: _____
Sheryl L. Sculley, City Manager

Printed Name/ Title

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney