

AN ORDINANCE 2007-06-28-0782

**APPROVING THE ASSIGNMENT & ASSUMPTION AGREEMENT
TRANSFERRING THE INTEREST IN STINSON MUNICIPAL AIRPORT
LEASE AGREEMENT 224000 FROM CHECK-SIX AVIATION, INC. TO
SKY SAFETY, INC AND AMENDING THE LEASE TO ADD PREMISES.**

* * * * *

WHEREAS, an Agreement (the "Agreement") for Lease No. 224000 at Stinson Municipal Airport ("Stinson") between Check-Six Aviation, Inc. ("Assignor"), and the City of San Antonio was entered into on July 1, 2004 pursuant to Ordinance No. 99269 dated June 3, 2004; and

WHEREAS, Assignor has requested that the City approve the assignment of Assignor's rights and obligations under the Agreement to Sky Safety, Inc. ("Assignee"); and

WHEREAS, Assignee has requested that the lease be amended to incorporate certain premises previously part of Lease 200616; and

WHEREAS, the City is willing to grant Assignor's request to assign the Lease Agreement to Assignee and the City is willing to amend the lease as requested by Assignee; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is hereby authorized to execute the attached Assignment & Assumption Agreement transferring the interest in the premises known as Lease No. 224000 from Check-Six Aviation, Inc. to Sky Safety, Inc.

SECTION 2. The City Manager or her designee is hereby authorized to execute the attached Amendment of Lease adding premises to the Agreement.

SECTION 3. The proceeds from this Lease Agreement will be deposited into SAP Fund No. 51001000, entitled "Aviation Operating and Maintenance Fund;" Internal Order 233000000014, entitled "Stinson Municipal Airport;" and SAP General Ledger Accounts 4405400, 4405410 and 4405415 respectively entitled "Stinson Building Rental Aviation," "Stinson Ground Rental Aviation," and "Stinson Ground Rental Non-Aviation."


SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. 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 28th day of June, 2007.


MAYOR
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

City Council Meeting

DATE: June 28, 2007

ORDINANCE: 2007-06-28-0782

AGENDA ITEM: 49B

RESOLUTION:

Consent Agenda

NAME	MOTION	SECOND	ABSTAIN	AYE	NAY	ABSENT
Mary Alice Cisneros DISTRICT 1						
Sheila McNeil DISTRICT 2						
Roland Gutierrez DISTRICT 3						
Philip Cortez DISTRICT 4						
Lourdes Galvan DISTRICT 5						
Delicia Herrera DISTRICT 6						
Justin Rodriguez DISTRICT 7						
Diane Cibrian DISTRICT 8						
Kevin Wolff DISTRICT 9						
John Clamp DISTRICT 10						
Phil Hardberger MAYOR						

COMMENTS:

**San Antonio Aviation Department
Contract/Agreement Routing Slip**

Date: July 5, 2007

RE: Ordinance 2007-06-28-0782, Passed and Approved June 28, 2007

SIGNATURES:

1. Steven Southers/Griselda Sanchez
Asst. City Attorney
Please sign
After signature please forward to:

Initial: G.S.

2. Aviation Director
Attn: Mark H. Webb
Please sign
After signature, return to Molly Gorena-Bullis

Initial: MLW

3. Penny Postoak Ferguson
Please sign
After signature, please forward to:

Initial: PLF

4. Leticia M. Vacek, City Clerk
Please sign and return all originals to:
(One copy will be retained for your files)

Initial: LV 7/9

5. Aviation Department, Mezzanine Level, 9800 Airport Blvd. Initial: _____
Attn: Molly Gorena-Bullis, Paralegal

Comments: Please return inside "red" colored, see-
through envelope.

Thanks,

Please call Molly Gorena-Bullis at 207-3494 if you have any questions. *Thank you.*

CITY OF SAN ANTONIO
AVIATION DEPARTMENT

INTERDEPARTMENTAL CORRESPONDENCE

TO: Penny Post oak Ferguson, City Manager

FROM: Mark H. Webb, Aviation Director

COPY: Joyce Wiatrek, file

SUBJECT: Assignment, Assumption and Amendment Agreement of Check-Six, Inc.

DATE: July 5, 2007

With this memorandum, we are routing original contracts for execution by the City of San Antonio. The information outlined below is applicable:

Background: Ordinance Number 2007-06-28-0782 (copy attached), dated 28 June 2007, approved the Assignment and Assumption Agreement transferring the interest in Stinson Municipal Airport Lease Agreement No. 224000 from Check-Six, Inc. to **Sky Safety, Inc.** and amending the Lease to incorporate Buildings 614, 616, ground space and parking lot.

Policy Analysis: This action is consistent with the City Council's policy to generate revenue through the leasing of City-owned property.

Coordination: This agreement has been coordinated with the following departments: Finance, Asset Management, Budget and Management, and the City Attorney's Office.



Mark H. Webb
Aviation Director


for City Attorney

STINSON MUNICIPAL AIRPORT AMENDMENT OF LEASE

THIS AMENDMENT is made and entered into by and between the **City of San Antonio** ("City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2007-06-28-0782 passed and approved on June 28, 2007 and **Sky Safety, Inc.**, a Texas Corporation.

WHEREAS, an Agreement (the "Agreement") for Lease No. 224000 at Stinson Municipal Airport between Check-Six Aviation, Inc., and the City of San Antonio was entered into on July 1, 2004, pursuant to Ordinance No. 99269 of June 3, 2004; and

WHEREAS, with the City's consent, Check-Six assigned the lease premises to Sky Safety, Inc. ("Lessee"), and Lessee has requested that the lease be amended to incorporate certain premises previously part of Lease 200616 ; and

WHEREAS, the City is willing to grant Lessee's request to amend Lease No. 224000, and

WHEREAS, to effectuate this agreement of the parties as to these matters, its is necessary that this Amendment of Lease be approved by City;

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, the parties agree as follows with respect to Lease No. 224000:

1. Section 1.1 is hereby amended by adding the following premises to the description of premises demised:

Building Nos. 614 and 616 and 135,866 square feet of preferential use ramp space and 9,337 square feet of parking lot and further identified in the attached Exhibits 1A and 1B (also known as the "additional premises").

2. The rental rates described in Section 2.1 are replaced in their entirety with the following:

<u>Premises</u>	<u>Sq. Ft. Area</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
Bldg. 601	21,222	\$0.86	\$18,250.92	\$1520.91
Bldg. 659	689	\$1.67	1,150.63	95.89
Ground	99,415	\$0.15	\$14,912.25	\$1,242.69
Parking Lot	9,337	\$0.12	\$1,120.44	\$93.37
Bldg. 614	9,998	\$1.28	\$12,797.44	\$1,066.45
Bldg. 616	9,645	\$0.96	\$9,259.20	\$771.60
Ground	135,866	\$0.15	\$20,379.90	\$1,698.33
Parking Lot	9,051	\$0.12	\$1,086.12	\$90.51
TOTAL			\$78,956.90	\$6,579.75

3. The amount of the Performance Guarantee in Section 7.1 is increased to THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500.00).
4. The Additional Premises, identified as Building Nos. 614 and 616 and 135,866 square feet of preferential use ramp space and 9,337 square feet of parking lot, **shall be automatically deleted** from the Leased Premises on March 1, 2019. However, in the event that Lessee and Lessor enter into an agreement for one of the FBO spaces in the new terminal building for a term of five years or more, whether by separate agreement or by amending this Lease, the Additional Premises shall not be deleted but continue as part of this lease until lease expiration.
5. 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. 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.
6. The effective date of this Amendment shall be July 1, 2007.

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

EXECUTED THIS THE _____ day of _____, 2007.

LESSOR: CITY OF SAN ANTONIO

LESSEE: SKY SAFETY, INC.

By: 
Sheryl Sculley, City Manager

By: 
Signature

ATTEST:

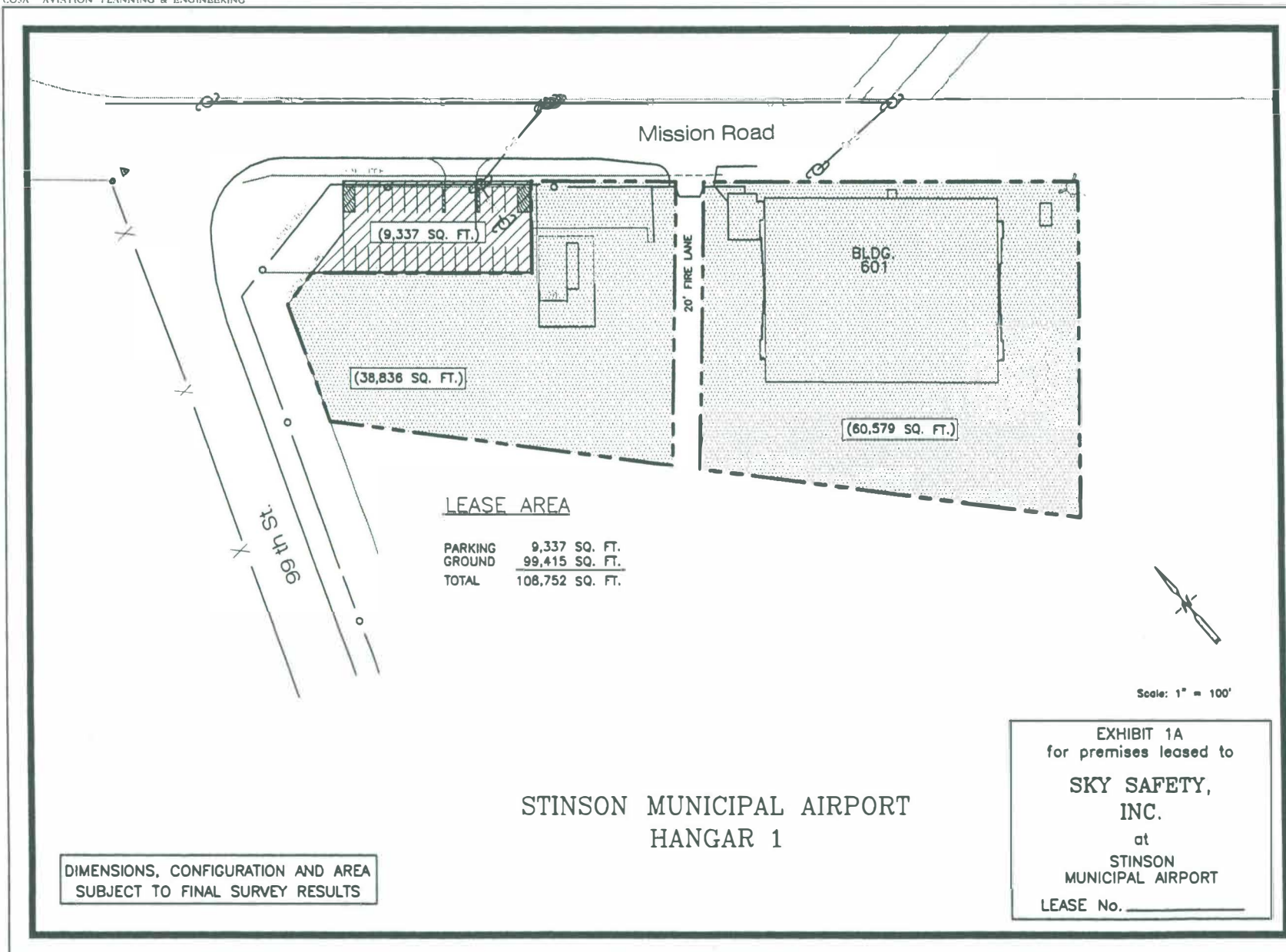
By: 
City Clerk

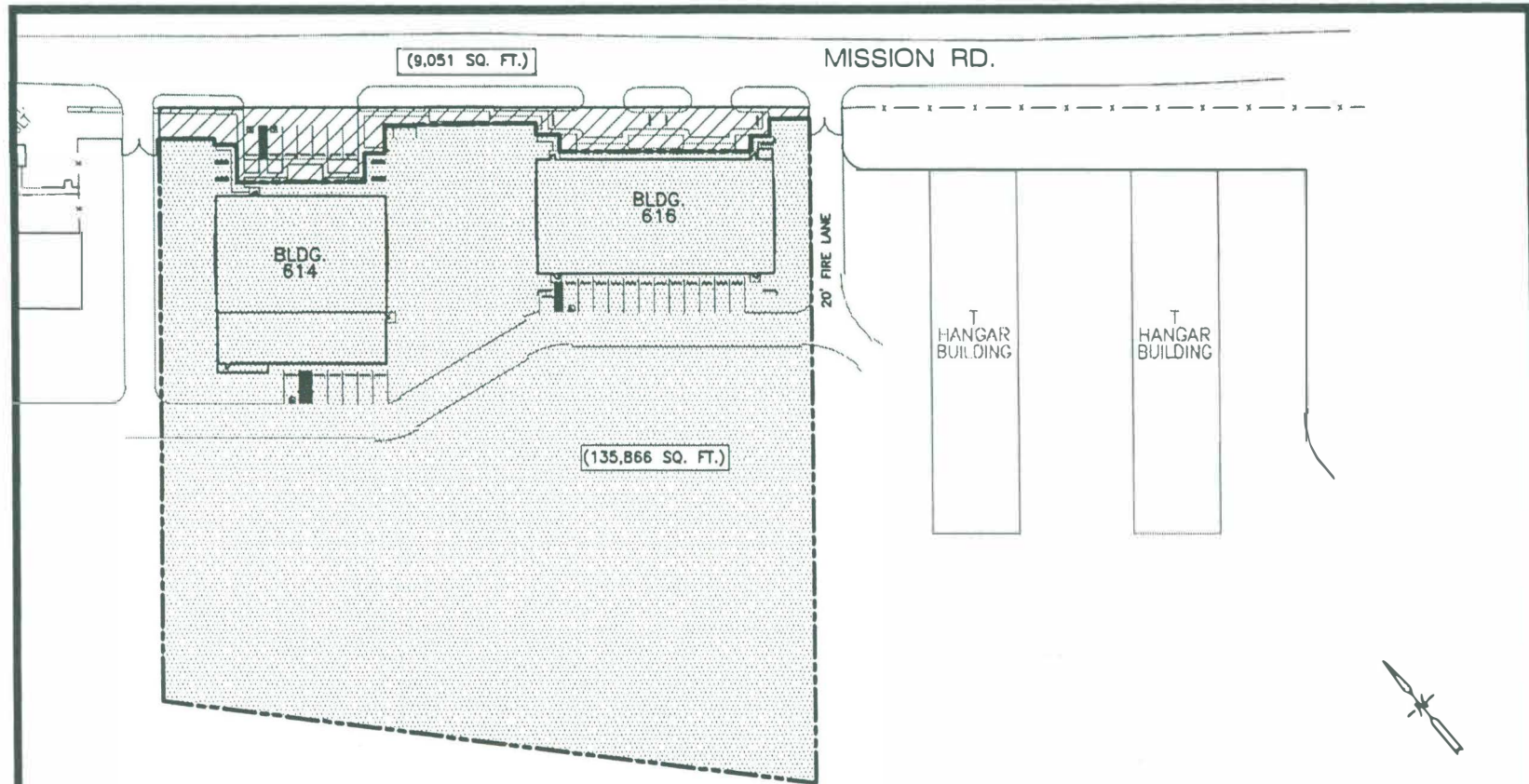



Printed Name & Title

Federal Tax Id No. 43-1961942

APPROVED: 
City Attorney





LEASE AREA

PARKING	9,051 SQ. FT.
GROUND	135,866 SQ. FT.
TOTAL	144,917 SQ. FT.

DIMENSIONS, CONFIGURATION AND AREA
SUBJECT TO FINAL SURVEY RESULTS

STINSON MUNICIPAL AIRPORT
HANGARS 9 & 10

Scale: 1" = 100'

EXHIBIT 1B
for premises leased to
**SKY SAFETY,
INC.**
at
STINSON
MUNICIPAL AIRPORT
LEASE No. _____