

CITY OF SAN ANTONIO

FIRE DEPARTMENT  
INTERDEPARTMENTAL CORRESPONDENCE SHEET

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**TO:** Mayor and City Council

**FROM:** Robert Ojeda, Fire Chief

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** J. Rolando Bono, Deputy City Manager; Erik J. Walsh, Assistant to the City Manager; File

**SUBJECT:** GKDA lease – CPAT program

**DATE:** October 31, 2002

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the execution of a Sublease Agreement with the Greater Kelly Development Authority (GKDA), as Landlord, for use of approximately 12,501 rentable square feet of space in a portion of Building 3820 Bay A at KellyUSA Industrial Center to be used by the San Antonio Fire Department for its Candidate Physical Ability Test Program (CPAT) for a six-month term commencing on June 1, 2002, at a total rental payment for the lease term of \$10.00 and common area maintenance, essential services, and insurance charges of approximately \$5,426.18, for a total of approximately \$5,436.18.

Staff recommends approval.

**BACKGROUND**

As part of the Wellness Fitness Initiative agreement between the International Association of Fire Fighters and the International Association of Fire Chiefs, the Candidate Physical Ability Test (CPAT) was established to test persons applying for employment as firefighters. The CPAT is an eight-station test that measures the candidates' ability to perform job-related tasks. Each station is an exercise that simulates a job that the candidates would have to perform at a fire or other emergency response. This test, which has been endorsed by the U.S. Department of Justice as being non discriminatory, is now recognized as a national standard by fire departments in cities throughout the United States and is utilized for firefighter testing by the City of San Antonio.

The program, which includes stations for a stair climb, hose drag, equipment carry, ladder raise, forcible entry, search, rescue, and ceiling breach, requires an open area for course set-up. As such, City staff has identified low cost warehouse space, with adjacent office space, at KellyUSA

to house the program during the first round of testing. The programming for the new fire training academy includes facilities for the CPAT program.

**FISCAL IMPACT**

Under the terms of this agreement, rent for the approximately 12,501 rentable square feet of space will be \$10.00. The estimated charges for common area maintenance, essential services, and insurance costs will be approximately \$5,426.18 (or \$904.36 per month) during the term of the agreement. The City will also separately pay all utility charges associated with the space estimated at approximately \$1,200.00 (or \$200.00 per month) during the term of the agreement.

The total projected cost during the lease term is approximately \$6,636.18 or \$0.53 per square foot over the six-month term of the lease agreement.

**SUPPLEMENTARY COMMENTS**

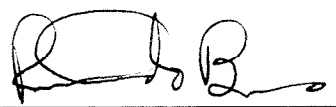
The required Ethics Ordinance Disclosure Statement is not required.

**COORDINATION**

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

  
Robert Ojeda, Fire Chief  
Fire Department

Approved by:

  
J. Rolando Bono  
Deputy City Manager

  
for Terry M. Brechtel  
City Manager



**Summary of Terms for Proposed Lease**  
**August 22, 2002**

Tenant:	City of San Antonio – Fire Department
Landlord:	Greater Kelly Development Authority (GKDA)
Property:	Portion of Building 3820 Bay A KellyUSA Industrial Center, San Antonio, Texas

Premises: 12,501 Rentable SF  
Air-Conditioned Office Area: 5,249 RSF  
Warehouse Area: 7,252 RSF

Use: Program site for firefighter candidates to take physical aptitude test

Term: Six months

Lease  
Commencement: June 1, 2002

Base Rental: \$10.00  
(Market Rent: Office Area: \$25,195.20 or \$4.80/SF annualized)  
(Market Rent: Warehouse Area: \$13,053.60 or \$1.80/SF annualized)

Essential Services: GKDA does not pay ad valorem taxes on property it owns, but is responsible for providing Essential Services and Tenant will pay GKDA for providing these services. These services include street and infrastructure maintenance

The Essential Services Charge for the term are:

**\$4,051.07 blended (\$1.06/SF Office; \$.35/SF warehouse annual)**

Essential Service charges will be paid in advance.

Common Area  
Maintenance: Tenant will pay its pro rata share of common area maintenance (CAM) of real property leased or owned by GKDA. CAM charges

are based on actual costs and will be reconciled annually with estimated payments adjusted accordingly.

CAM charges for the term are estimated to be:

**\$1000.08 (\$0.16/SF per year)**

CAM will be paid in advance

Insurance: Tenant will reimburse GKDA for the cost of any real property damage insurance for the Leased Premises. GKDA maintains environmental insurance coverage for Tenants at Kelly. Coverage is extended to tenants by endorsement. In order to initiate coverage, a risk assessment is required.

Insurance costs for the term are estimated to be:

**\$375.03 (\$0.06/SF per year)**

Insurance will be paid in advance.

Condition of  
Premises:

Leased in "where-as, as-is" condition. Tenant must receive advanced, written approval by GKDA of any improvements to be made by Tenant, and any improvements made by Tenant will become the property of GKDA.

Utilities:

Tenant is responsible for the cost of water, electric, gas and sewer usage. If metering is not in place, Tenant will pay it's pro rata share of utility costs based on the square footage occupied and usage, estimated to be 17 percent of the monthly utility bill.

Local exchange carriers such as Southwestern Bell Telephone and Time Warner provide dial tone and data service to a point of demarcation in Building 1674 on KellyUSA. Telephone and data lines from Building 1674 to GKDA's communications room that is closest to the Premises ("Communications Room") are owned and maintained by GKDA. Tenant is responsible for installation of communication lines from the Communications Room to the Premises. Tenant must contact GKDA for information on obtaining special service such as T-1 service, prior to entering into any contracts or agreements to obtain such service with local exchange carriers or other third party providers.

**Tenant Repairs**

**and Maintenance:** Tenant, at its own cost and expense will contract a service provider to protect, preserve, maintain, repair and, if necessary, replace all parts of the Premises, excluding those parts of the Premises to be maintained by GKDA. Tenant's obligation to maintain, repair and make replacements to the Premises will cover, but not be limited to, pest control, janitorial services, trash removal, building and grounds maintenance and the maintenance, repair and replacement of all HVAC, electrical, plumbing, sprinkler and other mechanical systems.

**GKDA Repairs**

**and Maintenance:** GKDA, at its own cost and expense, will maintain the roof, foundation and the structural soundness of the exterior walls of the Premises in good repair, reasonable wear and tear caused by Tenant, its employees, contractors or agents excluded.

**Deposit:** None.

**Summary of Year 1****Lease Costs:**

<b>Office Space</b>	<b>5,249 RSF</b>	<b>6-Month term</b>	<b>Annually Per SF</b>
Base Rental **		\$ 10.00	\$ 4.800
Essential Services		\$ 2,781.97	\$ 1.060
CAM		\$ 419.92	\$ 0.160
Insurance		\$ 157.47	\$ 0.060
Total		\$ 3,369.36	\$ 6.080

<b>Warehouse Space</b>	<b>7,252 RSF</b>	<b>Annually</b>	<b>Annually Per SF</b>
Base Rental **		\$ -	\$ 1.800
Essential Services		\$ 1,269.10	\$ 0.350
CAM		\$ 580.16	\$ 0.160
Insurance		\$ 217.56	\$ 0.060
Total		\$ 2,066.82	\$ 2.370

\*\* Base Rental is \$10.00 for the term.

This offering is available through August 31, 2002 unless GKDA and Tenant are involved in active negotiations, and is subject to the execution of a mutually agreed upon Lease Agreement approved by the Board of Directors of the GKDA. GKDA reserves the right to modify or withdraw this offer whenever, and for whatever reason it so chooses.

These are the terms and conditions agreed to in anticipation of the execution of a Lease Agreement acceptable to all parties.

Tenant: \_\_\_\_\_

Date \_\_\_\_\_

Submitted by: .

Date August 22, 2002

Katherine E. Ortiz, Asset Manager