

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
POLICE DEPARTMENT**

TO: Mayor and City Council
FROM: Albert A. Ortiz, Chief of Police
THROUGH: Terry M. Brechtel, City Manager
COPIES: J. Rolando Bono, Deputy City Manager; File
SUBJECT: Ordinance Ratifying the Execution of a Lease Agreement
DATE: November 21, 2002

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes ratification of the execution of a Short-Term Occupancy Agreement with Bart B. Brown, Bart Berger Brown II 1992 Trust and Mr. Edgar Miller Brown 1992 Trust and Ellen M. Miller ("Landlord"), and the City ("Tenant"), for the San Antonio Police Department's use of 7,210 square feet at 1909 Hormel-building known as San Antonio #1 from February 13, 2002 through May 31, 2002, extended by Landlord through September 30, 2002; it further authorizes execution of a Lease Agreement with Landlord and the City, as Tenant, for lease of 14,560 square feet, which includes the 7,210 square feet, for a one year term commencing October 1, 2002 and ending on September 30, 2003, at a monthly rent of \$5,714.80 which includes taxes, utilities, insurance, and operating expenses, for a total annual cost of \$68,577.60, with a right to renew, subject to City Council approval, for two twelve month terms, upon the same lease terms and conditions; and authorizes payment to Landlord c/o Cavender & Hill Properties, Inc., Managing Agent.

Staff recommends approval.

BACKGROUND INFORMATION

In February 2002, the Police Department was preparing to conduct a raid to seize one hundred (100) Eight-Liner 'Slot' Machines. Due to the security of the pending seizure, and the lack of storage space, it was necessary to immediately acquire temporary storage space. In order to meet the time frame, Asset Management recommended a Short-Term Occupancy Agreement to allow occupancy of the leased space prior to obtaining City Council approval. This form was developed by Asset Management and the City Attorney's Office for situations such as this where time is a critical factor. The Short-Term Occupancy Agreement expired on May 31, 2002, but was extended by the Landlord through September 30, 2002. In the interim, the normal leasing process has been used to extend the terms from October 1, 2002 through September 30, 2003.

POLICY ANALYSIS

The proposed ordinance is consistent with the policy of leasing non-city owned facilities. The rental rate of this agreement is consistent with other comparable leased facilities.

FISCAL IMPACT

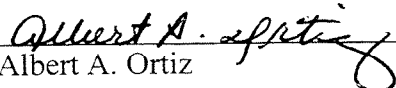
Under the terms of this agreement, the lease of 14,560 square feet of space will have a monthly rent of \$4,659.20 with additional rent of \$1,055.60, for a total monthly rent of \$5,714.80. The total rent for the twelve-month lease will be \$68,577.60. Since the lease is paid for with Asset Seizure Funds, this action has no impact to the General Fund.


COORDINATION

This ordinance request has been coordinated with the following departments: Finance, Office of Management & Budget, Asset Management, and City Attorney's Office.

SUPPLEMENTAL COMMENTS

The required Discretionary Contracts Disclosure form and the Lease Agreement are attached.


Albert A. Ortiz
Chief of Police


J. Rolando Bono
Deputy City Manager

Approved:


Terry M. Brechtel
City Manager

City of San Antonio
Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

*** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, 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.**

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

Bart B. Brown
Ellen M. Miller

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Mr. Edgar Miller Brown 1992 Trust; and
Bart Berger Brown II 1992 Trust
and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

Cavender & Hill Properties, Inc.

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

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(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.


N/A

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¹ 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.

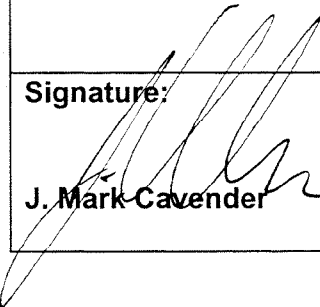
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly 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 (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:  J. Mark Cavender	Title: President Company: Cavender & Hill Properties, Inc.	Date: 10/06/02

² 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.