

**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 Authorizing Execution of Lease Agreement  
**DATE:** August 28, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes execution of the Second Modification and Ratification of Lease Agreement with TCP Las Palmas Partners, Ltd., as Landlord, for use by the San Antonio Police Department, originally approved by Ordinance No. 66511 on February 4, 1988, which relocates a Police Field Office at 803 Castroville Road from Suite 125, consisting of 1,050 square feet of office space to Suite 134, consisting of 854 square feet for a monthly rent of \$200.00 for nineteen months, totaling \$3,800.00, with the original term having commenced March 15, 2003 to continue through September 30, 2004. The relocation took place in March, but modifications to the lease were made through July 2003. This action has no impact on the performance of the operation.

Staff recommends approval.

**BACKGROUND INFORMATION**

City Ordinance No. 66511, dated February 4, 1988, authorized a two-year lease agreement with Unicorp American Corporation to provide 669 square feet of office space at 803 Castroville Road for the purposes of a storefront operation to improve police community operations and police responsiveness to the community. The field office is located at Las Palmas Shopping Center with a rental rate of \$200.00 per month. Acceptance of the First Modification to the lease agreement was by letter dated October 2, 1989 when relocation to Suite 125 at 1,050 square feet was effected. Since the expiration of the lease agreement on March 31, 1990, the lease has continued on a month-to-month basis at the rate of \$200.00 per month as provided in the original lease. On March 15, 2003, the second modification to the lease was implemented moving the field office to Suite 134, a smaller area of 854 square feet. The rent stays the same because the lease is based on a flat fee payment and not square footage. The move to the smaller area has no impact on the performance of the operation. Even though the relocation took place in March, minor editing was being made to the lease document through July 7, 2003.

## **POLICY ANALYSIS**

The proposed ordinance is consistent with the policy of leasing non-city owned facilities. The rental rate of this agreement has not changed since it began in 1988 and is consistent with other comparable leased facilities.

## **FISCAL IMPACT**

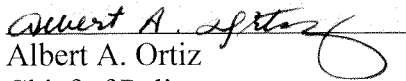
Under the terms of this agreement, the lease of 854 square feet of office space will have a monthly rent of \$200.00, or \$2,400.00 per year. The total rent for the nineteen-month lease will be \$3,800.00. Funds have been budgeted in the General Fund.

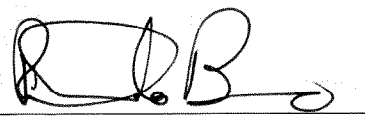
## **COORDINATION**

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


## **SUPPLEMENTAL COMMENTS**

Copies of the Discretionary Contracts Disclosure Form and Lease Agreement are attached.

  
Albert A. Ortiz  
Chief of Police

  
J. Rolando Bono  
Deputy City Manager

Approved:

  
Terry M. Brechtel  
City Manager

## SECOND MODIFICATION AND RATIFICATION OF LEASE AGREEMENT

This Second Modification and Ratification of Lease Agreement is made and entered into between TCP Las Palmas Partners, Ltd., Successor in interest ("Landlord") and City of San Antonio, ("Tenant"), pursuant to City of San Antonio Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, 2003, for good and valuable consideration, receipt of which is hereby acknowledged.

### WITNESSETH:

1. Landlord and Tenant hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants in that certain Lease Agreement dated February 4, 1988, further modified by letter dated October 2, 1989 reflecting the relocation of the Leased Premises, between Landlord and Tenant for the rental of the following described property:

Suite 125 containing approximately 1,050 square feet of retail space located at 803 Castroville Road, San Antonio, Texas 78237 in the Las Palmas Shopping Center.

2. Landlord and Tenant agree to the following changes effective with the execution of this Second Modification and Ratification of Lease Agreement:

- A. Landlord and Tenant agree to relocate the Leased Premises to Suite 134 containing approximately 854 square feet located at 803 Castroville Road, San Antonio, Texas in the Las Palmas Shopping Center effective March 15, 2003, as shown on Exhibit "A" attached hereto. Tenant shall have no further rights or obligations to Suite 125 after said effective date. Tenant shall remain liable for any charges incurred prior to March 15, 2003 on Suite 125.

- B. Article 1 (1.06) Lease Term. The Lease Term is hereby amended to extend the Term for an additional period (the "Renewal Term") commencing on March 15, 2003 and expiring on September 30, 2004.

The subject Lease Term shall automatically renew each year after September 30, 2004 and is cancelable by either party upon sixty (60) days prior written notice.


- C. Article 1 (1.08) Basic Annual Rental. The Basic Annual Rental shall remain at \$2,400.00 per annum or \$200.00 per month throughout the initial Renewal Term, payment of which is subject to annual appropriation of funds by the San Antonio City Council..

- D. Tenant accepts the Demised Premises in its "As Is" condition with the Landlord making no leasehold improvements or providing any funds for leasehold improvements.

All provisions of said Lease not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification and Ratification of Lease Agreement and affixed their signatures to be effective as of the 15th day of March, 2003, regardless of the date executed or date of approval of the City Ordinance shown on Page 1 hereof.

Landlord:  
TCP Las Palmas Partners, Ltd.  
By: TCP Realty Services, LLC

By:   
David A. Thomas

Title: Managing Director

Tenant:  
City of San Antonio

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
for the City Attorney

# 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:

None

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

TCP LAS PALMAS PARTNERS, LTD, A Texas Limited Partnership.

and the name of:

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

None

and the name of:

(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;

None

<sup>1</sup> 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.

- (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.

None


### 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:
None		

### 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 question<sup>2</sup> 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:  David A. Thomas	Title: Authorized Managing Director  Company: TCP Realty Services, LLC	Date:  7/17/03

<sup>2</sup> 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.