

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
SAN ANTONIO METROPOLITAN HEALTH DISTRICT**

TO: Mayor and City Council

FROM: Fernando A. Guerra, M.D., M.P.H., Director of Health

THROUGH: Terry M. Brechtel, City Manager

COPIES: Frances A. Gonzalez, Assistant to the City Manager; City Attorney's Office, Office of Management and Budget, Risk Management Division; Finance Department; Asset Management; Project; File

SUBJECT: AUTHORIZING THE EXECUTION OF A LEASE AT 6723 S. FLORES, SUITE 101 FOR THE WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM

DATE: August 28, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to execute a lease agreement with Capital Foresight Limited Partnership for 6,000 square feet of general office and/or clinic space located at 6723 S. Flores, Suite 101. A ten (10) year lease at a negotiated rental rate of \$5,940.00 (\$0.99/ft²) per month for years 1 and 2, \$6,600.00 (\$1.10/ft²) per month for years 3 and 4, \$6,900.00 (\$1.15/ft²) per month for years 5 and 6, \$7,200.00 (\$1.20/ft²) per month for years 7 and 8, and \$7,500.00 (\$1.25/ft²) per month for years 9 and 10, and \$1,260.00 (\$0.21/ft²) per month for common area (CAM) charges from September 1, 2003 through December 31, 2004. Beginning January 1, 2005 the CAM charges will be adjusted to coincide with actual CAM, taxes and insurance not to exceed an increase of more than 1.5% from the previous year has been offered for the period beginning September 1, 2003 and ending August 31, 2013. The San Antonio Metropolitan Health District will use this facility primarily as a Women, Infants and Children (WIC) Clinic.

Staff recommends approval.

BACKGROUND INFORMATION

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) provides food vouchers (redeemable at grocery stores for certain nutritious foods), nutrition education and counseling, breastfeeding promotion and support, and health care referrals, at no cost to low income pregnant, postpartum, and breastfeeding women, infants and children under the age of

five (5), who are determined to be at a nutritional risk throughout San Antonio and Bexar County.

In 2002 the WIC program provided approximately \$37,404,619.00 in food vouchers for over 45,000 participants. This SAMHD program is housed at thirteen (13) permanent sites throughout San Antonio and has three part-time portable sites. The lease for the WIC clinic site currently located at 3630 South East Military Drive has expired. This clinic and WIC services at the City owned South Flores Public Health Clinic, 7902 South Flores, will be relocated to this larger proposed site at 6723 South Flores (located next door to the Texas Workforce Commission Office) to provide expanded WIC program services to residents of Southeast San Antonio. Overcrowded conditions at the 7902 South Flores clinic will be alleviated. The Texas Department of Health, State WIC Program, has approved the location and has authorized funds to pay the lease.

POLICY ANALYSIS

This ordinance follows past City policy in utilizing leased space to augment City-owned facilities to support state and federally funded programs.

FISCAL IMPACT

The lease covers a period of ten (10) years, beginning September 1, 2003 and ending August 31, 2013. Monthly payments are as follows:

TERM	MONTHLY RATE	ANNUAL TOTAL	COST/FT²/MONTH
Years 1 and 2	\$5,940.00	\$71,280.00	\$0.99
Years 3 and 4	\$6,600.00	\$79,200.00	\$1.10
Years 5 and 6	\$6,900.00	\$82,800.00	\$1.15
Years 7 and 8	\$7,200.00	\$86,400.00	\$1.20
Years 9 and 10	\$7,500.00	\$90,000.00	\$1.25

In addition \$1,260.00 (\$0.21/ft²) per month for common area (CAM) will be charged from September 1, 2003 through December 31, 2004. Beginning January 1, 2005 the CAM charges will be adjusted to coincide with actual CAM, taxes and insurance not to exceed an increase of more than 1.5% from the previous year has been offered for the period beginning September 1, 2003 and ending August 31, 2013. Funds for the lease will be obtained through the ongoing contract with the Texas Department of Health for the WIC Program. If future funding of the WIC Program is eliminated or reduced to the extent that this lease cannot be supported, the lease may be terminated.


Acceptance of this lease will place no demands on the City General Fund.

COORDINATION


The City Attorney's Office and Asset Management Department have approved the lease. Asset Management negotiated the lease terms. The Office of Management and Budget, Risk Management Division, has reviewed the insurance provisions.

SUPPLEMENTARY COMMENTS

Attached is the Discretionary Contracts Disclosure form required by the City Ethics Ordinance and signed by Netanel Saidoff, General Partner, Capital Foresight Limited Partnership.



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant to the 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:

Capital Foresight Limited Partnership, a Nevada Limited Partnership
c/o: D. B. Harrell Co.
801 N. St. Mary's St.
San Antonio, TX 78205

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

D. B. Harrell Co.
801 N. St. Mary's St.
San Antonio, TX 78205

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

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.

- (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

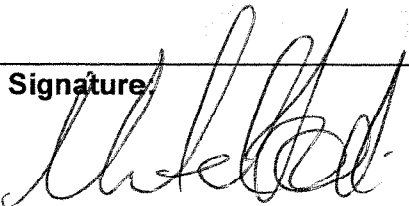
Political Contributions

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 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.

None		
Signature: 	Title: General Partner Company: Capital Foresight Limited Partnership	Date:

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.

