

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE CITY AUDITOR**

TO: Mayor and City Council

FROM: Patricia Major, City Internal Auditor, Office of the City Auditor;
Rebecca Waldman, Director, Department of Asset Management

THROUGH: Terry M. Brechtel, City Manager

COPIES: Erik J. Walsh, Assistant to the City Manager; Rebecca Waldman,
Department of Asset Management; City Attorney's Office; File

SUBJECT: Ordinance Authorizing an Amendment to Lease Agreement with
Riverview Tower Partners, Ltd. for the use of two additional parking
spaces by the Office of the City Auditor at 111 Soledad Street

DATE: April 29, 2004

SUMMARY AND RECOMMENDATIONS

An Ordinance approving an Amendment to that certain Lease Agreement approved by Ordinance No. 96772 dated November 21, 2002 between Mack-Cali Texas Property, L.P., as Landlord, and predecessor to Riverview Tower Partners, Ltd., a Texas Limited Partnership, the current Landlord, and the City of San Antonio, as Tenant, for rental of office space being used by the City Auditor's Office, described as Suite 600 in the Riverview Towers office building located at 111 Soledad Street for the purpose of increasing the number of parking spaces from two (2) vehicles to four (4) vehicles, at a total Monthly Parking Charge for the two (2) additional vehicles of \$78.75 per month per vehicle.

Staff recommends the approval of this ordinance.

BACKGROUND

In November 2002, City Council approved a lease at Riverview Towers to provide office space for the Office of the City Auditor. The lease contained a provision requiring the landlord to provide two parking spaces at a set monthly rate. It has since been determined that two (2) additional parking spaces are needed to accommodate the need for City vehicles. Therefore, this item amends the lease agreement with Mack-Cali properties to reflect the actual parking requirements of the City.

POLICY ANALYSIS

Approval of this ordinance is required to amend the lease agreement.

FINANCIAL IMPACT


Under the terms of the Amendment to Lease Agreement, the City will pay an annual amount of \$1,890.00 for the two (2) additional parking spaces in the Rand Garage, at a rate of \$78.75 per space per month.

COORDINATION


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

SUPPLEMENTARY COMMENTS

The required Ethics Ordinance Disclosure Statement form is attached.


Patricia Major, City Internal Auditor
Office of the City Auditor

Rebecca Waldman
Rebecca Waldman, Director
Asset Management Department


Erik J. Walsh
Assistant to the City Manager

Approved:

AMENDMENT TO LEASE AGREEMENT

OFFICE OF THE CITY AUDITOR
Riverview Office Building

STATE OF TEXAS

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COUNTY OF BEXAR

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KNOW ALL MEN BY THESE PRESENTS

This Amendment to Lease Agreement ("Amendment") is entered into by and between **Riverview Tower Partners, Ltd.**, a Texas Limited Partnership, ("Landlord"), and the **City Of San Antonio**, a Texas Municipal Corporation, ("Tenant"), acting by and through its City Manager, or her designee, pursuant to Ordinance No. _____ dated _____ 2004, for the purpose of amending that certain Lease Agreement between Mack-Cali Texas Property, L.P., predecessor to the present Landlord, and Tenant, approved by Ordinance No. 96772 dated November 21, 2002 for the rental of office space described as Suite 600 ("Leased Premises"), in a building located at 111 Soledad Street, San Antonio, Bexar County, Texas and is as follows:

WHEREAS, Tenant has requested an increase in the number of parking spaces available for Tenant's use in connection with leasing of the Leased Premises and Landlord is agreeable to granting such request;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and in the Lease contained, it is hereby agreed as follows:

1. **PARKING INCREASE.** The number of vehicles Tenant is authorized to park in the Garage, per Paragraph 2 of **Rider 1** to the original Lease Agreement, is increased from two (2) vehicles to four (4) vehicles, and Tenant agrees to pay a total Monthly Parking Charge for the two (2) additional vehicles, an amount equal to \$78.75 per month), per vehicle. Further, the Monthly Parking Charge will not include any sales tax whatsoever nor will any sales tax ever be due and owing at anytime on use of the parking spaces by Tenant for the four (4) vehicles or any additional vehicles added in the future.

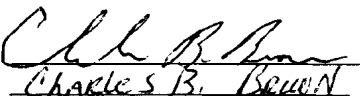
2. **BROKER.** Tenant represents that, except for Primera Partners, L.L.C., (whose commission, if any, shall be paid by Landlord pursuant to separate agreement), Tenant has not retained, contracted or otherwise dealt with any real estate broker, salesperson or finder in connection with this Amendment, and no such person initiated or participated in the negotiation of this Amendment.

3. **SAME TERMS AND CONDITIONS.** All other covenants, terms, conditions and obligations contained in the original Lease Agreement shall remain in full force and effect except as modified by this Amendment.

4. **EFFECTIVE DATE.** The Effective Date herein shall be ten (10) days after the date of passage of the 2004 Ordinance referenced above.

LANDLORD:

Riverview Tower Partners, Ltd.,
a Texas Limited Partnership
By: Riverview Tower GP, LLC, a Texas
limited liability company, its general
partner

By: 
Name: Charles B. Brown
Title: MANAGER
Date: 4/12/04

TENANT:

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

By: _____
Name: _____
Title: _____ City Manager
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

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 CB Charles B. Brown

(2) the identity of any business entity¹ that would be a party to the discretionary contract:

None CB PRIMERIA PARTNERS

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

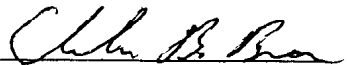
Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *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:
<u>None</u>		

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

<u>None</u>		
Signature:  Charles B. Brown	Title: Manager Company: Riverview Tower Partners, Ltd.	Date: 4/7/04

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.