

**CITY OF SAN ANTONIO  
FIRE DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**CONSENT AGENDA**

**MEM NO. 27**

**TO:** Mayor and City Council

**FROM:** Robert Ojeda, Fire Chief

**SUBJECT:** Ordinance accepting and authorizing the Execution of a Lease Agreement in connection with the Fire Station No. 47 Project

**DATE:** September 29, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the execution of a Lease Agreement between the City of San Antonio and Fong Sun, L. P. for a period of two years commencing on July 1, 2004 and ending June 30, 2006 with the option to renew for one year at the sum of \$7,000.00 per year in connection with the San Antonio Fire Department's No. 47 Fire Station. This project is in Council District 8.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

In 1998, the San Antonio Fire Department entered into a Lease Agreement with Fong Sun, L.P. as Landlord relating to the lease of approximately 0.2755 acres (12,000 square feet) of land out of Parcel P-28, C.B. 4760, Bexar County, Texas, located at 19703 I.H. 10 West at Camp Bullis Road just north of Loop 1604 for the purposes of the Temporary Fire Station No. 47 Project. Ordinance No. 88072, dated July 2, 1998, approved this original Lease Agreement for a one-year period and two successive additional one-year periods, ending June 30, 2001, at a sum of \$6,000.00 annually.

The First Addendum to Lease Agreement by and between Fong Sun, L.P. and the City of San Antonio was accepted and executed by Ordinance No. 94191, on June 28, 2001, extending the lease of the approximately 0.2755 acres of land, commencing July 1, 2001 for a two-year period with a renewal for one year, terminating June 30, 2004, at a sum of \$6,000.00 annually.

With the approval and execution by City Council, this Renewal and Extension of Lease Agreement between Fong Sun, L.P. and the City of San Antonio will be effective as of July 1, 2004, expiring June 30, 2006. With written notice prior to April 30, 2006, an option to renew for an additional year through and including June 30, 2007 will be granted at an annual renewal rate of \$7,000.00 (or \$583.33 monthly).

## **POLICY ANALYSIS**

The lease of this property is in accordance with the San Antonio Fire Department's Master Plan to provide enhanced fire protection for the surrounding area and is consistent with prior City Council direction regarding public safety improvements.

## **FISCAL IMPACT**

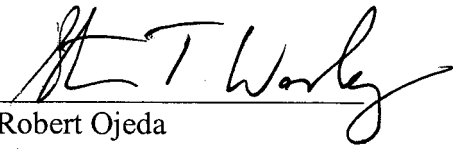
Total funding of \$21,000.00 includes the two-year lease term and renewal of an additional year. The funds for this lease agreement will be paid from 1996 Certificates of Obligations.

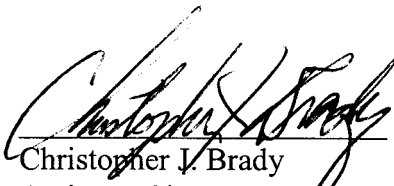
## **COORDINATION**

This ordinance has been coordinated with the Office of Management and Budget, Asset Management and the City Attorney's Office.

## **SUPPLEMENTARY COMMENTS**

A Discretionary Contracts Disclosure Form is not required. A copy of the Lease Agreement is attached.

*for*   
Robert Ojeda  
Fire Chief

  
Christopher J. Brady  
Assistant City Manager

  
J. Rolando Bono  
City Manager

## **Renewal and Extension of Lease Agreement (Fire Station 47)**

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This Renewal and Extension of Lease Agreement is entered into between the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager (Tenant), pursuant to the Ordinance Authorizing Renewal and Extension, and Tenant.

### **1. Identifying Information.**

**Landlord:** Fong Sun, L.P.

**Landlord's Address:** 900 N. Main, San Antonio, Texas 78212

**Lease:** Lease Agreement dated June 16, 1998 between Fong Sun, L.P. as Landlord and the City of San Antonio as Tenant relating to approximately 12,000 square feet out of Parcel P-28, C.B. 4760, Bexar County, Texas

**Ordinance Authorizing Original Lease (No. & Date):** 88072, dated July 2, 1998

**First Addendum to Lease:** First Addendum to Lease Agreement by and between Fong Sun, L.P. as landlord and the City of San Antonio as tenant dated June 29, 2001

**Ordinance Authorizing First Addendum (No. & Date):** 94191, dated June 28, 2001

**Beginning of New Renewal Term:** July 1, 2004

**Expiration of New Renewal Term:** June 30, 2006

**Ordinance Authorizing Renewal (No. & Date):**

**Renewal Term Monthly Rent:** \$583.33

**Effective Date:** When approved by City Council and executed and delivered by both parties, this renewal will be effective as of June 1, 2004.

### **2. Defined Terms.**

All terms defined in the Lease, as amended, and not otherwise defined in this renewal and extension have the meanings ascribed to them in the Lease.

### **3. Renewal and Extension**

The term of the lease, as amended, is extended from the Beginning of the Renewal Term through and including the Expiration of the Renewal Term.

### **4. Rent.**

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the Renewal Term Monthly Rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

### **5. Early Termination.**

Tenant may terminate this Lease, as amended and renewed, on 30 days prior written notice to Landlord.

### **6. Further Renewal.**

Tenant may renew this lease for an additional year through and including June 30, 2007 if it gives written notice to Landlord of its intent to do so not later than April 30, 2006. Rent for the renewal term is the same as the rent for **this renewal**.

### **7. Estoppel Certificates.**

The time for Tenant's delivery of estoppel certificates under Article XVII of the Lease is extended from 10 to 30 days.

### **8. No Default.**

Neither Landlord nor Tenant is in default under **the Lease**, as amended, and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this renewal.

### **9. Same Terms and Conditions.**

This renewal and extension instrument is a fully integrated statement of the modifications to the Lease, as previously amended. Except as expressly modified by this renewal and extension, the Lease, as previously amended, remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease, as previously amended.

**Tenant:**

**City of San Antonio**, a Texas municipal corporation:

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Landlord:**

**Fong Sun, L.P.**, a Texas limited partnership, by and through its sole general partner

Plano Lodging, Inc.

By: [Signature]

Printed  
Name: James C. (-)u

Title: President

Date: 04-14-05

**Attest:**

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

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Address:**

City of San Antonio  
Attn: City Clerk  
City Hall, 2<sup>nd</sup> Floor  
P.O. Box 839966  
San Antonio, Texas 78283-3966