

City of San Antonio



AGENDA

City Council A Session

Municipal Plaza Building
114 W. Commerce Street
San Antonio, Texas 78205

Thursday, June 6, 2024

9:00 AM

Municipal Plaza Building

The City Council will hold its regular meeting in the Norma S. Rodriguez Council Chamber in the Municipal Plaza Building beginning at the above referenced date and time for the following items. Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times.

9:00AM: Call to Order

Members of the public can comment on items on the agenda. To sign up to speak visit www.saspeakup.com. Click on meetings and events and select the meeting you'd like to participate in. Sign up to speak or submit a written comment. Questions relating to these rules may be directed to the Office of the City Clerk at (210) 207-7253.

Individuals signing up for public comment may register for VIA bus fare or parking validation at www.saspeakup.com. VIA bus fare or parking at City Tower Garage (located at 100 Blk N. Main) will be provided to individuals who request the assistance. Staff will provide VIA bus fare passes and parking validation tickets in the lobby of City Council Chambers.

To view the Live meeting please view our [Live Stream](#)

During the meeting, the City Council may meet in executive session for consultation with the City Attorney's Office concerning attorney-client matters under Chapter 551 of the Texas

Government Code.

ACCESS STATEMENT

The City of San Antonio ensures meaningful access to City meetings, programs and services by reasonably providing: translation and interpretation, materials in alternate formats, and other accommodations upon request. To request these services call (210) 207-2098 or Relay Texas 711 or by requesting these services online at <https://www.sanantonio.gov/gpa/LanguageServices>. Providing at least 72 hours' notice will help to ensure availability.

Intérpretes en español estarán disponibles durante la junta del consejo de la ciudad para los asistentes que lo requieran. También se proveerán intérpretes para los ciudadanos que deseen exponer su punto de vista al consejo de la ciudad. Para más información, llame al (210) 207-7253.

For additional information on any item on this agenda, please visit www.sanantonio.gov or call (210) 207-7080.

19.

2024-06-06-0394

Ordinance amending the Sublease Agreement with Jefferson Woodlawn Lake Community Development Corporation for office space at 1800 Fredericksburg Road for the continued use by Code Enforcement staff, at the initial annual rental amount of \$8,000. [John Peterek, Interim Assistant City Manager; Jorge A. Perez, Director, Building and Equipment Services]

THE CITY COUNCIL MAY RECESS FOR LUNCH AND RECONVENE TO CONSIDER ANY UNFINISHED COUNCIL BUSINESS

6:00 P.M. – If the Council has not yet adjourned, the presiding officer shall entertain a motion to continue the council meeting, postpone the remaining items to the next council meeting date, or recess and reconvene the meeting at a specified time on the following day.

Printed on: 04/06/2025 08:04 AM



City of San Antonio

Agenda Memorandum

File Number:

Agenda Item Number: 19

Agenda Date: June 6, 2024

In Control: City Council A Session

DEPARTMENT: Building & Equipment Services

DEPARTMENT HEAD: Jorge Perez

COUNCIL DISTRICTS IMPACTED: District 1

SUBJECT:

Lease Agreement - Development Services Department - Code Enforcement Office

SUMMARY:

This ordinance authorizes the First Amendment of a Sublease Agreement with Jefferson Woodlawn Lake Community Development Corporation for approximately 1,368 square feet of office space, located at 1800 Fredericksburg Road, as a satellite office to support Code Enforcement Officers. Funding in the amount of \$2,666.68 is available from the General Fund FY 2024 Adopted Budget. Funding for future years is contingent upon City Council approval of the annual budget.

BACKGROUND INFORMATION:

Code Enforcement has been a tenant at this location since February 2019. Code Enforcement is charged with ensuring property owners manage, maintain and develop their property in a manner that is compliant with existing rules and regulations set by City ordinance. Operating with 13 field enforcement teams, assigned officers respond to complaints received through the 311 system,

directly from residents and through proactive means. Placing the Code Enforcement field units in proximity to the neighborhoods they serve is the most efficient means to deploy resources.

ISSUE:

The current lease term expired on February 29, 2024. Consolidation of staff into a central facility will allow for the efficient deployment of resources. If this lease renewal is not renewed as proposed, the services provided by Code Enforcement will be disrupted while a new suitable location on the west side of downtown is identified.

ALTERNATIVES:

City Council could choose not to approve this lease amendment. However, it is unlikely that a more cost-effective location can be identified nor is there a City-owned building with sufficient space to accommodate the department's needs. Therefore, leasing space at a competitive rate to accommodate Code Enforcement's need is the most appropriate method to meet their space needs.

FISCAL IMPACT:

This ordinance authorizes the First Amendment of a Sublease Agreement with Jefferson Woodlawn Lake Community Development Corporation for approximately 1,368 square feet of office space, located at 1800 Fredericksburg Road, as a satellite office to support Code Enforcement Officers. Funding in the amount of \$2,666.68 is available from the General Fund FY 2024 Adopted Budget. Funding for future years is contingent upon City Council approval of the annual budget.

The monthly rent during the five-year term is as follows:

June 1, 2024 – May 31, 2025	\$666.67
June 1, 2025 – May 31, 2026	\$700.00
June 1, 2026 – May 31, 2027	\$735.00
June 1, 2027 – May 31, 2028	\$771.75
June 1, 2028 – May 31, 2029	\$810.34

RECOMMENDATION:

Staff recommends approval of this ordinance authorizing the execution of the First Amendment of Sublease Agreement with Jefferson Woodlawn Lake Community Development Corporation.

**First Amendment of Sublease Agreement
(Development Services Department – Code Enforcement)**

This First Amendment of Sublease Agreement (this “First Amendment”) is between Jefferson Woodlawn Lake Community Development Corporation, a Texas non-profit corporation (“Landlord”), and the City of San Antonio, a Texas municipal corporation (“Tenant”), pursuant to City’s Authorizing Ordinance 2024-____-____-_____.

Whereas, Tenant and Landlord entered into a Sublease Agreement in September of 2019 for a term of five years, as authorized by City Ordinance 2019-02-14-0116, (the “Sublease Agreement”); and

Whereas, Tenant and Landlord now wish to amend the Sublease Agreement to include an additional five-year term, for a total term of ten years, expiring February 28, 2029; and

Now Therefore, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

1. Basic Information, Definitions.

Landlord: Jefferson Woodlawn Lake Community Development Corporation, a Texas non-profit corporation

Landlord’s Address: 1800 Fredericksburg Road, Suite 116
San Antonio, Texas 78201

Tenant: City of San Antonio (City), a Texas municipal Corporation, on behalf of the City’s Development Services Department

Tenant’s Address: P.O. Box 829966, San Antonio, TX 78283-3966
(Attention: Leasing Manager, Center City Development Office)

Premises: Approximately 1,368 of rentable square feet (RSF) constituting Suite 118, in the Travis Building (Building) located at 1800 Fredericksburg Road, San Antonio, Texas 78201, as graphically depicted on **Exhibit A** of the Sublease Agreement.

Permitted Use: General Office

Commencement Date of

Amended Term: June 1, 2024

2. Defined Terms.

2.01. All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Sublease Agreement.

3. Amendment.

3.01. Article 1, Basic Information, Definitions, Term is hereby amended to read as follows:

Amended Term: Five years from the Commencement Date of Amended Term

Essential Services: (a) HVAC to the Premises reasonable for the Permitted Use; (b) hot and cold water for break room sink, lavatories, and drinking; (c) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises; and (d) Common Area conference room for the Permitted Use.

3.02. Article 3, Section 3.01, is hereby amended to read as follows:

3.01 The monthly rent for the 5-year amended term is as follows:

June 1, 2024 – May 30, 2025	\$666.67
June 1, 2025 – May 30, 2026	\$700.00
June 1, 2026 – May 30, 2027	\$735.00
June 1, 2027 – May 30, 2028	\$771.75
June 1, 2028 – May 30, 2029	\$810.34

3.03. Section 7.09.03 is hereby added to Article 7, Landlord's Affirmative Promises, and reads as follows:

7.09.03 No later than June 1, 2024, Landlord, at Landlord's sole cost and expense, shall install new horizontal blinds to all windows facing Fredericksburg.

4. Miscellaneous.

4.01. Applicable Law. This First Amendment is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** Both parties' obligations under this First Amendment are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this Amendment is only in Bexar County, Texas.

4.02. Severability. If any part of this First Amendment is found invalid or unenforceable, the finding does not affect the remainder.

4.03. Successors. This First Amendment inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

4.04. Integration. **This First Amendment Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The**

Parties.

4.05. Counterparts. This First Amendment may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this First Amendment, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

4.06. Incorporation of Exhibits. All exhibits to the Sublease Agreement are incorporated into it for all purposes as if fully set forth.

5. Public Information.

5.01. Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this First Amendment waives an otherwise applicable exception to disclosure.

6. Terms and Conditions.

6.01. All other terms, conditions, covenants and provisions of the Sublease Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this First Amendment of the Sublease Agreement.

In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord:

Jefferson Woodlawn Lake Community
Development Corporation, a Texas non-profit
corporation

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Assistant City Attorney

Tenant:

City of San Antonio, a Texas Municipal
Corporation

Signature: Paul Stahl

Name: Paul Stahl

Title: Board Chair,

Date: JWL CDC

5/11/2024



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

*This is a ☐ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.

First: Paul M.I. Last: Stahl Suffix:

*2. Contract information.

a) Contract or project name: Sublease Renewal for Code Enforcement

b) Originating department: Development Services

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Jefferson Woodlawn Lake CDC

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

☐ Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

☐ Names of executive committee members, officers, partners, and directors:

Paul Stahl - Chair	Jacob Valenzuela - Board Memeber
Bianca Maldonado - Treasurer	Judy Jackman - Secretary
Ed Garza - Board Member	

*5. List any individuals or entities that will be subcontractors on this contract.

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors, including the name of the owner(s), and business name:



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

***6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributions:

Name of Contributor	To Whom	Date(s) of Contribution(s)	Total Amount of Contribution(s)	Add
				Delete

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under [Section 2-309 of the Municipal Campaign Finance Code](#), the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under [Sections 2-43 or 2-44](#) of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☐ No

☒ Yes

Selecting "Yes" requires disclosure of the name of the individual, name of the board, and dates of service (for each instance):

I am on the SA Library Board of Trustees (2004 to present).

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52](#) of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58](#) of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Acknowledgements

* 1. Updates Required

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

* 2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61](#) of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* 3. Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.
- ☐ This is a high-profile contract.
- ☐ I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.
- ☒ I warrant that no contributions have been made by these individuals in violation of [Section 2-309 of the Municipal Campaign Finance Code](#).

* 4. Conflict of Interest Questionnaire (CIQ)

[Chapter 176 of the Local Government Code](#) requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

* Oath

- ☐ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ Title: _____

Company Name or DBA: _____ Date: _____

* = Required fields



City of San Antonio Contracts Disclosure Form

**Office of the
City Clerk**

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

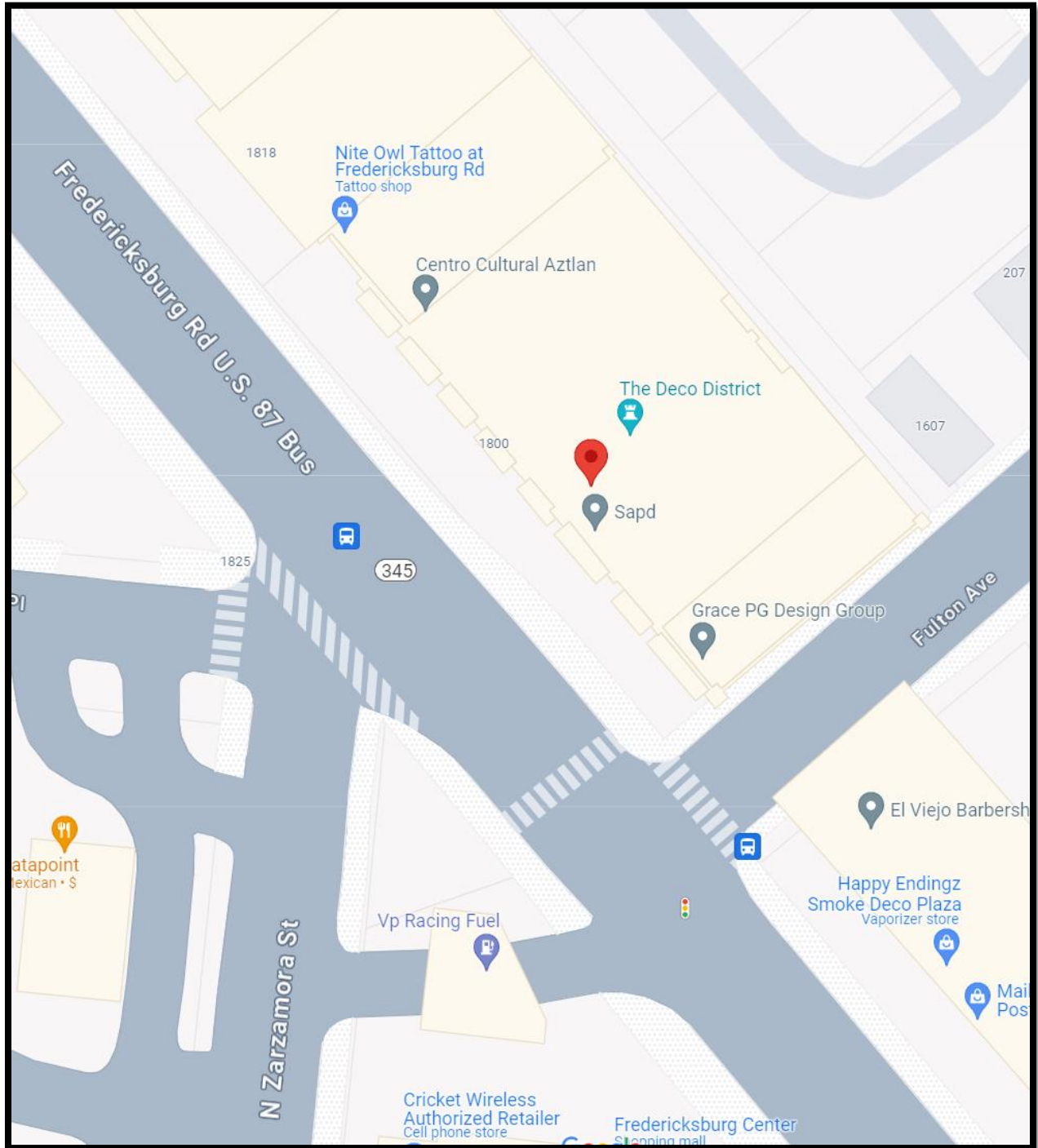
If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

Development Services Department – Code Enforcement
First Amendment of Sublease Agreement
1800 Fredericksburg Road



ORDINANCE

AUTHORIZING A FIRST AMENDMENT OF A SUBLEASE AGREEMENT WITH JEFFERSON WOODLAWN LAKE COMMUNITY DEVELOPMENT CORPORATION FOR APPROXIMATELY 1,368 SQUARE FEET OF OFFICE SPACE, LOCATED AT 1800 FREDERICKSBURG ROAD, AS A SATELLITE OFFICE TO SUPPORT CODE ENFORCEMENT OFFICERS.

* * * * *

WHEREAS, The City of San Antonio's ("City") Code Enforcement has been a tenant at this location since February 2019. Code Enforcement is charged with ensuring property owners manage, maintain and develop their property in a manner that is compliant with existing rules and regulations set by City ordinance. Operating with 13 field enforcement teams, assigned officers respond to complaints received through the 311 system, directly from residents and through proactive means. Placing the Code Enforcement field units in proximity to the neighborhoods they serve is the most efficient means to deploy resources; and

WHEREAS, the current lease term expired on February 29, 2024. Consolidation of staff into a central facility will allow for the efficient deployment of resources.

NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council authorizes the City Manager or designee to execute This ordinance authorizes the First Amendment of a Sublease Agreement with Jefferson Woodlawn Lake Community Development Corporation, substantially in the form as shown in **Attachment I**, for approximately 1,368 square feet of office space, located at 1800 Fredericksburg Road, as a satellite office to support Code Enforcement Officers.

The monthly rent during the five-year term is as follows:

June 1, 2024 – May 31, 2025	\$666.67
June 1, 2025 – May 31, 2026	\$700.00
June 1, 2026 – May 31, 2027	\$735.00
June 1, 2027 – May 31, 2028	\$771.75
June 1, 2028 – May 31, 2029	\$810.34

SECTION 2: 11001000, Cost Center 6105010001 and General Ledger 5206010 as part of the Fiscal Year 2024 Adopted Budget approved by City Council.

SECTION 3: Additional funding is contingent upon City Council approval of the Fiscal Year 2025 and subsequent budgets that fall within the contract terms of this ordinance.

VS
6/6/24
Item No. ____

SECTION 4: Monthly payments in the amount of \$2,666.68 is authorized to Jefferson Woodlawn Lake Community Development Corporation and should be encumbered with a purchase order.

SECTION 5: The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6: This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

PASSED AND APPROVED this 6th day of June, 2024.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney

VS
6/6/24
Item No. ____

DRAFT

Lease Agreement

Development Services – Code Enforcement



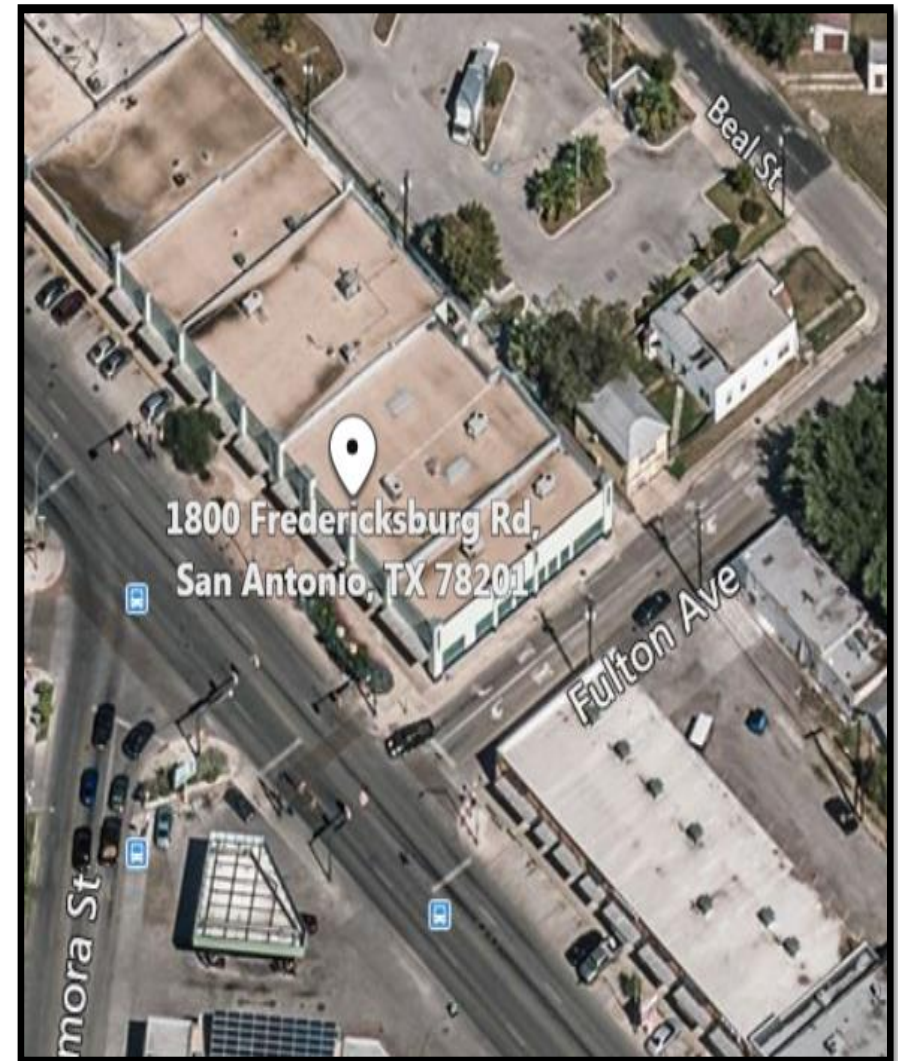
City Council A Session – Item #19
June 6, 2024

Presented by: Alexander Martinez, Deputy Director
Building and Equipment Services Department

Background



- Lease agreement with Jefferson Woodlawn Lake Community Development Corporation
- The leased premises is 1,368 S.F, located at 1800 Fredericksburg Rd. in Council District 1
- Code Enforcement has been a tenant at this location since February 2019



Lease Terms



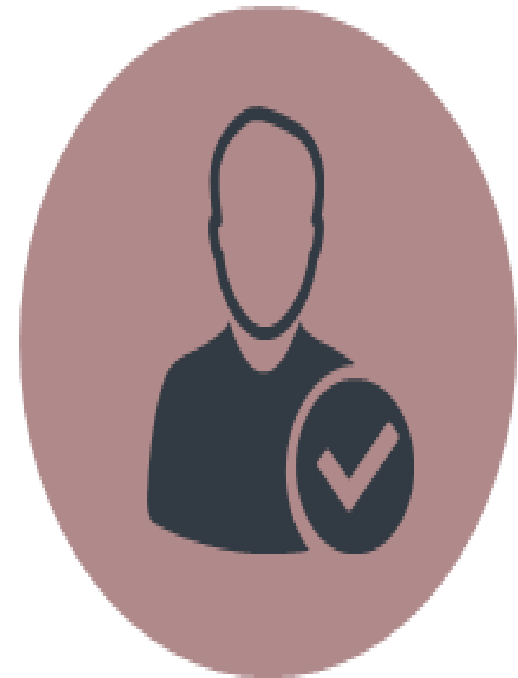
- Five-year renewal term commencing June 1, 2024
- COSA will initially pay \$666.67 monthly rent, escalating annually to \$810.34 during the 5th year
- COSA may terminate this lease agreement at any time with 120 days notice



Recommendation



Staff recommends approval of this ordinance authorizing the execution of the First Amendment of Sublease Agreement with Jefferson Woodlawn Lake Community Development Corporation for a term of five years.



Lease Agreement

Development Services – Code Enforcement



City Council A Session – Item #19
June 6, 2024

Presented by: Alexander Martinez, Deputy Director
Building and Equipment Services Department