

**CITY OF SAN ANTONIO
ASSET MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management
Malcolm Matthews, Director, Parks & Recreation Department

SUBJECT: Consent to the assignment of two Lease Agreements from Infinity Broadcasting Corporation of San Antonio to Texas Infinity Broadcasting L.P.

DATE: January 13, 2005

SUMMARY AND RECOMMENDATIONS

Ordinance approving the assignment of two Lease Agreements with the City of San Antonio to Texas Infinity Broadcasting L.P., being the Lease Agreement for office space on the second floor mezzanine level of City Hall with Infinity Broadcasting Corporation of San Antonio, and the Lease Agreement for radio mast space at the Tower of the Americas with Waterman Broadcasting Corporation, predecessor to Infinity Broadcasting Corporation of San Antonio.

Staff recommends approval.

BACKGROUND INFORMATION

Infinity Broadcasting Corporation of San Antonio and its predecessors have leased office space on the mezzanine level of City Hall since 1992. The current Lease Agreement is for 110 square feet at an annual rent of \$1716 and expires on December 31, 2005.

In addition, this tenant leases radio mast and associated space at the Tower of the Americas. The current Lease Agreement expires June 30, 2005 and provides for two five-year renewal options. Annual rent is currently \$26,400.

Infinity Broadcasting Corporation of San Antonio has requested the City's consent to the assignment of both Lease Agreements to Texas Infinity Broadcasting L.P., a newly formed entity, as part of a corporate restructuring. Infinity Broadcasting Corporation of San Antonio and Texas Infinity Broadcasting L.P., are both wholly owned subsidiaries of Infinity Broadcasting Corporation, L.P.

The existing Lease Agreements allow for assignment and Texas Infinity Broadcasting L.P. will assume all tenant obligations.

POLICY ANALYSIS

Approval of the assignment of these Lease Agreements is consistent with the City's policy of consenting to assignments related to corporate and tax restructures.

FISCAL IMPACT

There is no fiscal impact associated with this proposed action. A lease assignment fee of \$1000 per Lease Agreement has been collected.

COORDINATION

This action was coordinated with the City Attorney's Office.

SUPPLEMENTAL COMMENTS

Discretionary Contracts Disclosure forms are attached.



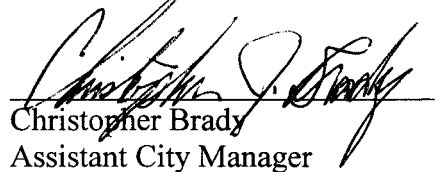
Rebecca Waldman, Director
Department of Asset Management



Erik J. Walsh
Assistant to the City Manager



Malcolm Matthews, Director
Parks & Recreation Department


Christopher Brady
Assistant 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:

Not Applicable

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

Texas Infinity Broadcasting L.P.
4050 Eisenhower Road
San Antonio, TX 78218

and the name of:

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

Not Applicable

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:

Infinity Texas Partner II Inc., general partner
Infinity Broadcasting Partner II Inc., limited partner

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.

Not applicable

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:

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.

Signature: <i>David Hilleman</i>	Title: Vice President - Real Estate Company:	Date: 12/22/04

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.

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(1) the identity of any individual who would be a party to the discretionary contract:

Not Applicable

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

Texas Infinity Broadcasting L.P.
4050 Eisenhower Road
San Antonio, TX 78218

and the name of:

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

Not Applicable

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:

Infinity Texas Partner II Inc, general partner
Infinity Broadcasting Partner I Inc., limited partner

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Not Applicable

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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.

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Signature: <i>David H. Williams</i>	Title: Vice President - Real Estate Company:	Date: 12/22/04

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