

CONSENT AGENDA
ITEM NO. 14

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

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

SUBJECT: Southwest Business & Technology Park

DATE: August 11, 2005

SUMMARY AND RECOMMENDATIONS

Ordinance approving the execution of contracts with Wes Atkison and Jerry Van Overborg for the mowing of City-owned land at Southwest Business & Technology Park for a period of June 1, 2005 through May 31, 2006, at no cost to the City, and to authorize the Director of the Department of Asset Management to execute these and future Southwest Business & Technology Park mowing contracts.

Staff recommends approval.

BACKGROUND

The City acquired the Southwest Business & Technology Park (SWB&TP) in 1997 and, in conjunction with Providence Commercial Real Estate Services, is marketing tracts for sale. In order to maintain the vacant areas in a clean and neat condition, the City has contracted with two nearby landowners to maintain certain portions of SWB&TP. This action represents the third renewal and extension of these contracts. Jerry Van Overborg maintains approximately 35 acres and Wes Atkinson maintains approximately 274 acres. There is no expense to the City as the contractors are permitted to grow and harvest crops on the property.

This action also provides for approval for the Director of the Department of Asset Management to execute these and future mowing contracts.

POLICY ANALYSIS

This action is consistent with the City's policy to maintain its property.

FINANCIAL IMPACT

There is no cost to the City for these contracts.

SUPPLEMENTARY COMMENTS

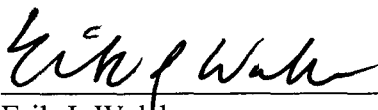
Discretionary Contracts Disclosure Forms are attached.

COORDINATION

This item has been coordinated with the City Attorney's Office.



Rebecca Waldman, Director
Department of Asset Management



Erik J. Walsh
Assistant to the City Manager

Renewal and Extension of Lease Agreement (Jerry Van Overborg)

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 (City), pursuant to the Ordinance Authorizing Renewal and Extension, and Contractor. The tenant in the original lease is referred to as "Contractor."

1. Identifying Information.

Contractor:	Jerry Van Overborg
Contractor's Address:	314 Laurel Ridge, San Antonio, Texas 78253
Lease:	Mowing and Cultivating Lease Agreement between the City of San Antonio as landlord (called in the lease "City") and Jerry Van Overborg as tenant (called in the Lease "Contractor") dated June 1, 2000 and relating to 81.7 acres, more or less, in San Antonio, Bexar County, Texas
1st Renewal and Extension of Lease:	Renewal and Extension of Mowing and Cultivating Lease Agreement between the City of San Antonio as landlord (called in the lease "City") and Jerry Van Overborg as tenant (called in the Lease "Contractor") dated June 1, 2003
2nd Renewal and Extension of Lease:	Second Renewal and Extension of Mowing and Cultivating Lease Agreement between the City of San Antonio as landlord (called in the lease "City") and Jerry Van Overborg as tenant (called in the Lease "Contractor") dated June 1, 2004, reducing the acreage subject to the Lease
Ordinance Authorizing 3rd Renewal and Extension (No. & Date):	
Beginning of 3rd Renewal Term	June 1, 2005
Expiration of 3rd Renewal Term	May 31, 2006
3rd Renewal Term Rent:	In-kind services of keeping the Premises free of weeds and debris.

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this renewal and extension, when used in this renewal and extension, have the meanings ascribed to them in the Lease. Except where the context otherwise requires, the term "Lease" refers to the Lease as previously renewed, extended, and amended.

3. Renewal and Extension

The term of the Lease is extended from the Beginning of the Renewal Term through and including the Expiration of the Renewal Term. If Contractor wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further extension. If, for whatever reason, the parties do not reach an agreement on a further extension by the Expiration of Renewal Term, then the Lease, as renewed and extended hereby, terminates. Contractor must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

Contractor must pay City the 3rd Renewal Term Rent in cash in one lump sum at the Effective Date hereof in exchange for the rights granted hereunder.

5. No Default.

Neither City nor Contractor is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal and extension.

6. Same Terms and Conditions.

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


In Witness Whereof, the parties have caused their representatives to set their hands to be effective as of the effective date of the Authorizing Ordinance ("Effective Date").

City

Contractor

City of San Antonio, a Texas municipal corporation

By: _____
Interim City Manager or Designee



Jerry Van Overborg

Date: _____

Date: 7-1-05

Attest:

City Clerk

Approved as to Form:

City Attorney

Address:

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

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Mr. Jerry Van Overberg

(2) Identify any individual or business entity which is a **partner**, **parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):



No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.



No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.



No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
None			

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: Jury Van Overberg	Title: Company or D/B/A:	Date: 2-1-05
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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.

THIRD RENEWAL AND EXTENSION OF MOWING AND CULTIVATING LEASE AGREEMENT

This Third Renewal and Extension of Mowing and Cultivating Lease Agreement ("AGREEMENT") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, hereinafter referred to as "**CITY**", acting by and through its City Manager, or her designee, and Wes Atkison, the sole proprietor of a farming business located in San Antonio, Bexar County, Texas, hereinafter referred to as "**CONTRACTOR**" and is as follows:

WHEREAS, **CITY** entered into a Mowing and Cultivating Lease Agreement ("Lease") with ROBERT E. TAUBERT that allowed TAUBERT to mow, bale, and remove existing grass for hay from certain areas on **CITY** property in NCB 11379 and in NCB 13940, NCB 13964 and NCB 13965, being approximately 403 acres of land; and

WHEREAS, because of illness, Taubert requested and **CITY** agreed to an Assignment of Lease assigning over to **CONTRACTOR**, the rights under the Lease Agreement; and

WHEREAS, after the Term of the original Mowing and Cultivating Lease Agreement, as assigned, terminated on May 31, 2003 **CONTRACTOR** requested that **CITY** renew and extend the Term of the Mowing and Cultivating Lease Agreement for an additional period of one (1) year, commencing June 1, 2003 and terminating May 31, 2004; and

WHEREAS, after the Term of the Renewal and Extension of Mowing and Cultivating Lease Agreement, as assigned, terminated on May 31, 2004 **CONTRACTOR** requested that **CITY** renew and extend the Term of the Mowing and Cultivating Lease Agreement for an additional period of one (1) year, commencing June 1, 2004 and terminating May 31, 2005; and

WHEREAS, **CONTRACTOR** has now requested that **CITY** again renew and extend the Term of the Mowing and Cultivating Lease Agreement for an additional period of one (1) year, commencing June 1, 2005 and terminating May 31, 2006; and

WHEREAS, **CITY** is agreeable to such third renewal and extension under the same terms and conditions as the original Mowing and Cultivating Lease Agreement, as assigned, but with the Property covered by the Lease Agreement reduced from the original 403 acres;

NOW THEREFORE, **CITY** and **CONTRACTOR** agree as follows:

1. The Term of the Lease is hereby further renewed and extended for a third period of one (1) year commencing June 1, 2005 and terminating May 31, 2006 for mowing, baling, and removing existing grass for hay from certain areas on **CITY** property in NCB 11379 and in NCB 13940, NCB 13964 and NCB 13965, being approximately 274 acres of land designated on **Attachment "A"** hereto ("Property") at no charge to **CITY**.
2. All of the other terms, conditions, and provisions of the Lease, as previously assigned and renewed and extended, save and except the "**Term and Termination**" wording, as modified in Section 1. above, will remain in full force and effect.
3. This AGREEMENT and **Attachment "A"** hereto constitute the entire agreement between the parties and supersede all previous written or oral negotiations, commitments, proposals and writings. The signer of this AGREEMENT on behalf of **CONTRACTOR** warrants and represents that he has the authority to sign and bind **CONTRACTOR**.

This AGREEMENT is executed to be effective June 1, 2005.

CITY OF SAN ANTONIO, a Texas
Municipal Corporation

CONTRACTOR:

City Manager



Wes Atkison

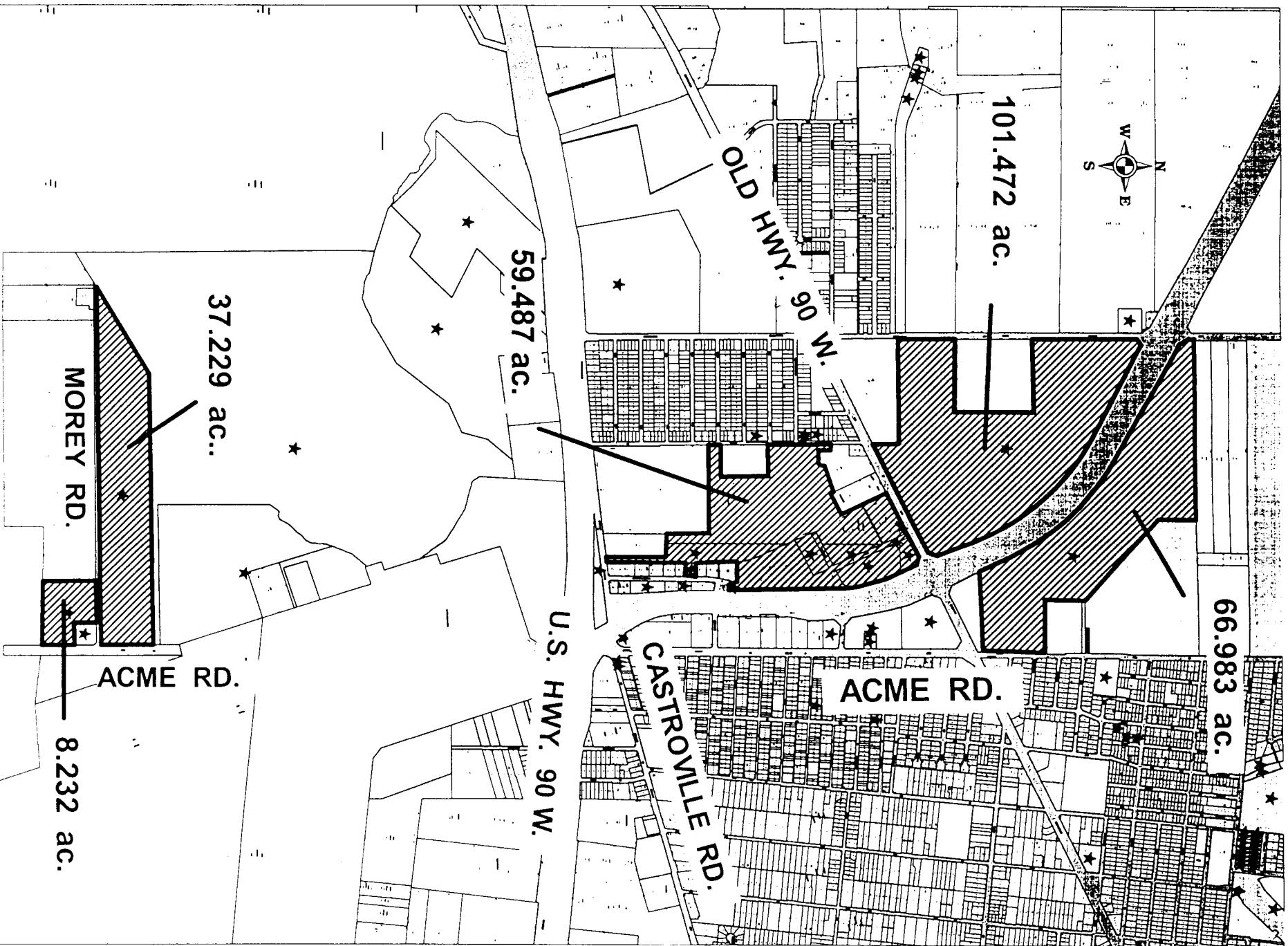
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"



City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code).
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract:

Wesley Atkins

(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
			2005 JUL 13 P 2:56


(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: 	Title: <i>FARMER</i> Company or D/B/A:	Date: <i>7/6/05</i>
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