

**CITY OF SAN ANTONIO
OFFICE OF THE CITY COUNCIL
INTERDEPARTMENTAL CORRESPONDENCE**

CONSENT AGENDA
ITEM NO. 30
RECEIVED
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05 AUG -8 PM 12:00

TO: Mayor and Council Members

FROM: Councilman Art Hall, District 8

COPIES TO: J. Rolando Bono, City Manager; Leticia Vacek, City Clerk; Martha Sepeda, Acting City Attorney; Gayle McDaniel, Assistant to City Council; Peter Zaroni, Director of Management & Budget; Milo Nitschke, Director of Finance

SUBJECT: RENEWAL OF LEASE AGREEMENT

DATE: August 1, 2005

Your concurrence is hereby requested to place an item on the August 11, 2005 Council agenda for Council consideration.

This item will request an ordinance to authorize the renewal and extension of a lease agreement between the City of San Antonio and 1200 North Mansfield, Ltd. for approximately 807 square feet of leased space located at the Fairways Executive Tower, 4204 Gardendale, Suite 208 for the District 8 Constituent Office. The terms of the renewal agreement provide for a rental rate of \$875 per month with August and September being rent-free and for a term of August 1, 2005 through July 31, 2007, subject to City Council approval and contingent upon appropriation of funds.

Staff members have reviewed this request and concurred with this action. Your favorable consideration of this matter is requested.


Art A. Hall
Council Member District 8

Phil Hardberger
Mayor

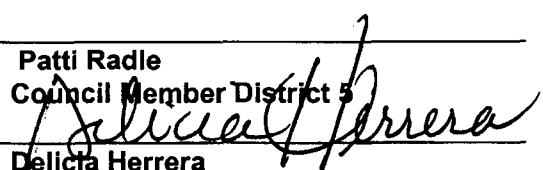
Roger O. Flores
Council Member District 1

Sheila McNeil
Council Member District 2


Roland Gutierrez
Council Member District 3

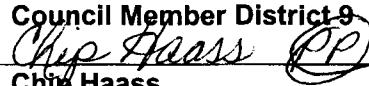

Richard Perez
Council Member District 4

Patti Radle
Council Member District 5


Delicia Herrera
Council Member District 6


Elena Guajardo
Council Member District 7

Kevin Wolff
Council Member District 9


Chip Haass
Council Member District 10

Renewal and Extension of Lease Agreement
(District 8 Constituent Office, Fairways Executive Tower)

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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 Landlord.

1. Identifying Information.

Landlord: 1200 North Mansfield, Ltd., a California limited partnership

Landlord's Address: % Lakequest Enterprises, Inc., 500 West 16th Street, Suite 102, Austin, Texas 78701

Lease: Lease Agreement between the City of San Antonio as tenant and 1200 North Mansfield, Ltd as landlord dated August 26, 2003 relating to approximately 807 square feet known as Suite 208 in the Fairways Executive Tower

Ordinance Authorizing Original Lease (No. & Date): 97975, dated August 7, 2003

Beginning of New Renewal Term: August 1, 2005

Expiration of New Renewal Term: July 31, 2007

Ordinance Authorizing Present Renewal (No. & Date):

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.

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.

4. Rent.

Except for August and September 2005, from the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord \$875.00 rent per month at the place and in the manner described in the Lease for the payment of rent. August and September 2005 are rent-free.

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5. New Covenants of Landlord

Before the Beginning of the Renewal Term, Landlord shall:

5.01. Assure that all paint throughout the Premises is of uniform color and appearance.

5.02. Provide and install a cover over the electronics junction box in the upper corner of one room of the Premises. The cover must be of a color and appearance consistent with the overall character and quality of the Premises.

6. No Default.

Neither Landlord nor Tenant is in default under the Lease, and each represents to the other that it is not 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.

7. 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 Landlord and Tenant. Landlord and Tenant reaffirm the Lease.

Tenant:

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Landlord:

1200 North Mansfield, Ltd., a California limited partnership, by and through its sole general partner

Lakequest Enterprises, Inc.

Signature: _____

Printed Name: Melissa McPherson

Title: Commercial Property Manager

Date: 6/30/05

Attest:

City Clerk

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Approved as to Form:

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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.

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

1200 North Mansfield, Ltd., a California Limited Partnership
~~Partnership~~

(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 twelve (12) months made to an elected or appointed member of a city council or any candidate for city council or to any political action committee that contribute to city council elections, by any individual or business entity whose name must be disclosed under Box (1), (2), (3), (4) or (6) above, or by the official or employee of any business entity listed in Box (1), (2) or (3).

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

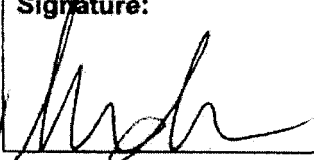
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposal: Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which reasonably understood raise a question 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 related 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: Company or D/B/A:	Date: 6/30/05
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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.