

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

CONSENT AGENDA  
ITEM NO. **36(B)**

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**TO:** Mayor and Council Members

**FROM:** Councilmember Kevin Wolff, District 9

**COPIES TO:** Sheryl Sculley, City Manager; Leticia Vacek, City Clerk; Michael Bernard, City Attorney; Gayle McDaniel, Assistant to City Council; Peter Zaroni, Director of Management & Budget; Milo Nitschke, Director of Finance

**SUBJECT:** RENEWAL OF LEASE AGREEMENT

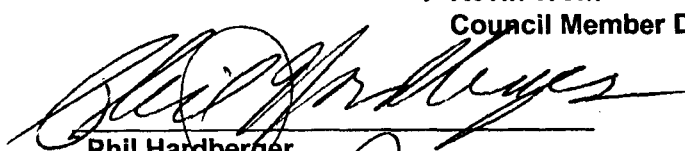
**DATE:** November 7, 2005

Your concurrence is hereby requested to place an item on the November 17, 2005 Council agenda for Council consideration.

This item will request an ordinance to authorize the second renewal and extension of a lease agreement between the City of San Antonio and Lake Investment and Production Company, Ltd., for lease space at 900 Isom, Suite 102 for the District 9 Constituent Office. The terms of the renewal agreement provide for a lease period of October 1, 2005 through September 30, 2007, a rental rate of \$1,321.85 per month and an option for an additional two-year lease renewal 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.

  
Kevin Wolff  
Council Member District 9

  
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

Ratti Radle  
Council Member District 5

  
Delicia Herrera  
Council Member District 6

Elena Guajardo  
Council Member District 7

  
Art A. Hall  
Council Member District 8

Chip Haass  
Council Member District 10

## **Renewal and Extension of Lease Agreement**

**(District 9 Constituent Office)**

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

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

**Landlord:** Lake Investment and Production Company, Ltd.

**Landlord's Address:** % Cross & Company, 100 Sandau Road, Suite 300, San Antonio, Texas 78216

**Lease:** Lease Agreement (District Office Space) between the City of San Antonio as tenant and Lake Investment and Production Company, Ltd. as landlord approved by the Ordinance Authorizing Original Lease

**Ordinance Authorizing Original Lease (No. & Date):** 94505, September 6, 2001

**Ordinance Authorizing 1<sup>st</sup> Renewal (No. & Date):** 98151, September 11, 2003

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

**Beginning of Renewal Term** October 1, 2005

**Expiration of Renewal Term** September 30, 2007

**Monthly Rent for Renewal Term:** \$1,321.85

### **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.**

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

### **5. Further Renewal and Extension.**

Subject to agreement of the parties on rent, Tenant may renew the Lease for a further two-year period by delivering written notice of intent to do so 60 days before the expiration of the this renewal term. *Rent shall be at market rental rate for similar office space.*

**6. Paint.**

Landlord must repaint the Premises not later than ~~November 15, 2005~~ *thirty (30) days after receipt of fully executed Agreement*

**7. No Default.**

Neither Landlord nor Tenant 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.

**8. 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 as modified by this agreement.

**Tenant:**

City of San Antonio, a Texas municipal corporation

By: \_\_\_\_\_

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

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

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

**Landlord:**

Lake Investment and Production Company, Ltd., a Texas limited partnership, by and through its sole general partner

LIPCO, Inc., a Texas business corporation

By: \_\_\_\_\_

Printed Name: DAVID LAKE

Title: VP

Date: 10.27.05

**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

**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 entity<sup>1</sup> that is a **party** to the discretionary contract:

*Lake Investment and Production Company, Ltd.*

(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:

<sup>1</sup> 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:
David C. Lake David C. Lake	Julian Castro Phil Harberger	\$250.00 \$100.00	1/05 6/04

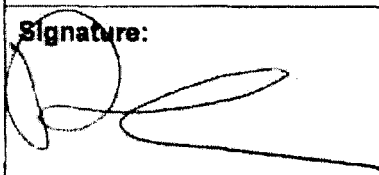
**(6) Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> 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: VP Company or D/B/A: LIPLO	Date: 10.27.05
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<sup>2</sup> 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.