

101240

AN ORDINANCE

AUTHORIZING 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 FOR A MONTHLY RENTAL RATE OF \$875.00 FOR A TERM OF AUGUST 1, 2005 THROUGH JULY 31, 2007 (WITH AUGUST AND SEPTEMBER BEING RENT FREE), SUBJECT TO CITY COUNCIL APPROVAL AND CONTINGENT UPON APPROPRIATION OF FUNDS; AS REQUESTED BY COUNCILMAN ART. A. HALL OF COUNCIL DISTRICT 8.

* * * * *

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

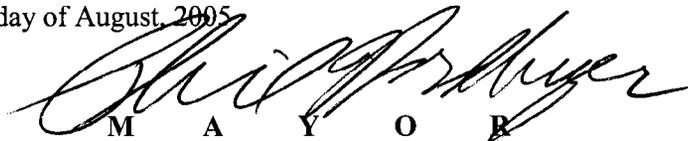
SECTION 1. The City Manager or his designee is hereby authorized and directed to execute and deliver on behalf of the City a lease agreement for a District 8 Constituent Office in substantially for the form attached as **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

SECTION 2. Funds are available in the FY05 budget in Fund 11001000, Cost Center 108020001, General Ledger 5206010.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio for the City of San Antonio. The Director 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 4. This ordinance shall become effective August 28, 2005 unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it shall be effective immediately.

PASSED AND APPROVED this 18th day of August, 2005



PHIL HARDBERGER

ATTEST


City Clerk

APPROVED AS TO FORM:

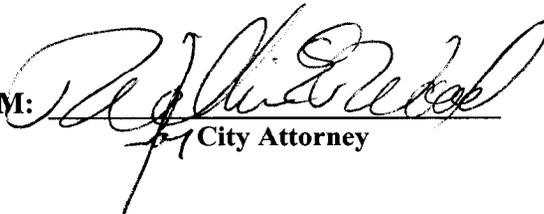

City Attorney

Exhibit A

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

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.

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: _____

Title: _____

Date: _____

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