

AN ORDINANCE **2016-08-18-0610**

AUTHORIZING A FIVE-YEAR RENEWAL OF A LEASE AGREEMENT WITH PLEASANTON PARTNERS, LP FOR THE CONTINUED USE BY THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT OF 5,670 SQUARE FEET OF CLINIC AND OFFICE SPACE LOCATED AT 7452 MILITARY DRIVE FOR A MONTHLY RENTAL RATE OF \$6,950.00.

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

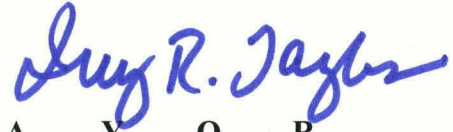
SECTION 1. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health district or his designee, is hereby authorized to renew and extend a lease agreement between the City of San Antonio and Pleasanton Partners, LP for use of office space located at 7452 Military Drive to be used by the San Antonio Metropolitan Health District's continued operation of a Women, Infant and Children Clinic as part of the Special Supplement Nutrition Program for a five-year term ending on August 31, 2021 at an annual rate of 83,400.00 for the term of the lease. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Funds in the amount of \$83,400.00 are authorized to be encumbered in the WIC 2016-2017 Grant upon award in general ledger 5206010 entitled "Rental of Facilities" and made payable to Pleasanton Partners, LP. A formal budget for the WIC 2016-2017 Grant, which will include Internal Order numbers and Fund numbers, will be submitted by the department upon award. The funds for the remaining years two through five of said contract's five-year term will be contingent on the availability of funds in the WIC Program and future City Council appropriation of such funding.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

PASSED AND APPROVED this 18th day of August, 2016.



M A Y O R
Ivy R. Taylor

Attest:



Leticia M. Vacek, City Clerk

Approved As To Form:


Martha G. Sepeda, Acting City Attorney

Agenda Item:	12 (in consent vote: 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22)						
Date:	08/18/2016						
Time:	09:17:28 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a five-year renewal of a lease agreement with Pleasanton Partners, LP for the continued use by the San Antonio Metropolitan Health District of 5,670 square feet of clinic and office space located at 7452 Military Drive for a monthly rental rate of \$6,950.00. [Lori Houston, Assistant City Manager; John Jacks, Interim Director, Center City Development & Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT 1

3rd Renewal and Extension of Lease Agreement
(Pleasanton Partners, LP / COSA / SAMHD)

1. Identifying Information.

**Ordinance Authorizing 3rd
Renewal and Extension:**

Original Landlord: Marbach/Redland Partners Ltd.

1st Successor Landlord: Marbach Plaza, Ltd.

2nd Successor Landlord: Pleasanton Partners, LP

**2nd Successor Landlord's
Address:** 6500 Montana Ave, El Paso, Texas 79925

**New Address for Rent
Payments:** MIMCO, Inc., 6500 Montana, El Paso, Texas 79925

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvements Management
Services Department)

Lease: Lease Agreement dated June 25, 2001 between Landlord
and Tenant, pertaining to 5,670 square feet of the retail
center located at 7452 Military Drive West, San Antonio,
Texas, and authorized by the Ordinance Authorizing
Original Lease.

**Ordinance Authorizing
Original Lease:** 94084, June 14, 2001

**Ordinance Authorizing 1st
Renewal and Extension:** 2006-08-31-0973

**Ordinance Authorizing 2nd
Renewal and Extension:** 2011-08-18-0664

**3rd Renewal Term
Commencement Date:** September 1, 2016

**3rd Renewal Term
Expiration Date:** August 31, 2021

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2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

3. Renewal and Extension Term.

The term of the Lease is extended from the 3rd Renewal Term Commencement Date through and including the 3rd Renewal Term Expiration Date.

4. Rent.

From the 3rd Renewal Term Commencement Date to the 3rd Renewal Term Expiration Date, Tenant must pay to Landlord Rent at the fixed rate of \$6,950.00, at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

5. Improvements.

Landlord, at Landlord's sole expense, will complete the improvements identified on the Landlord's Work Letter attached as Exhibit A no later than 45 days after City Council approval, with a target completion date of October 1, 2016. Exhibit A is hereby incorporated for all purposes as if fully set forth.

6. Termination.

Tenant shall have the option to terminate this Lease on or anytime after August 31, 2019 (the "Termination Date"), which option shall be exercisable by Tenant, provided that (i) Tenant is not then in default under this Lease, (ii) Tenant provides written notice to Landlord and such notice (the "Termination Notice") is received by Landlord one hundred twenty (120) days prior to the Termination Date, and (iii) Tenant agrees to pay a Lease Termination Fee equal to the unamortized balance of the cost of Landlord's Work on the Termination Date. Landlord will amortize the cost of Landlord's Work over a sixty (60) month period and Tenant will not be charged interest on said cost of Landlord's Work. The cost of the Landlord's Work shall be memorialized in the form of Exhibit B, Initial Cost Memorandum. During the period after Tenant has delivered the Termination Notice to Landlord through the Termination Date, Tenant shall be responsible to pay all rentals and perform any other obligations required under the Lease. In connection therewith, the parties agree that their respective obligations under the Lease shall terminate effective as of such date, with the exception of such obligations of the parties set forth in the Lease that specifically survive termination of the Lease.

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, as previously amended and extended, remains a comprehensive statement of the rights and

obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as previously amended and as modified by this agreement (hereafter "Lease"). Landlord and Tenant reaffirm the Lease and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

9. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant:

City of San Antonio,
a Texas municipal corporation

Name

Signature

Title

Date


Approved as to Form:

City Attorney

Landlord:

Pleasanton Partners, L.P.,
a Texas limited partnership, by and through
its sole general partner

Mesita Investors, LLC,
a Texas limited liability company



Meyer Marcus, Manager

7/22/16

Date

Exhibit A: Landlord's Work Letter

Landlord, at Landlord's sole cost and expense must complete the following improvements listed below and as reflected on the Site Plan which is part of this Exhibit A:

1. New demising wall built
2. Extend counter
3. Move counter 6' towards front entrance and make said counter level like front entrance counter
4. Close off and seal doorway
5. Remove existing mop sink
6. Existing sink in back restroom converted into floor style mop sink
7. Remove toilet in same back restroom and turn into janitorial closet
8. Repaint all offices
9. Replace all flooring, except storage room flooring
10. Add two (2) doors, one for the Clinic Storage Area and one for the Storage Room
11. Replace light fixture an existing exhaust fan
12. Install three (3) rows of shelves along the entire length of both side walls of the Clinic Storage Area
13. Landlord will renovate each section of the office, one section at a time, as it is an occupied space. Each section must be cleaned out by Tenant prior to commencement of work and traffic will be shut off to each section undergoing renovation for the duration of that work.

Exhibit A: Landlord's Work Letter (Site Plan)

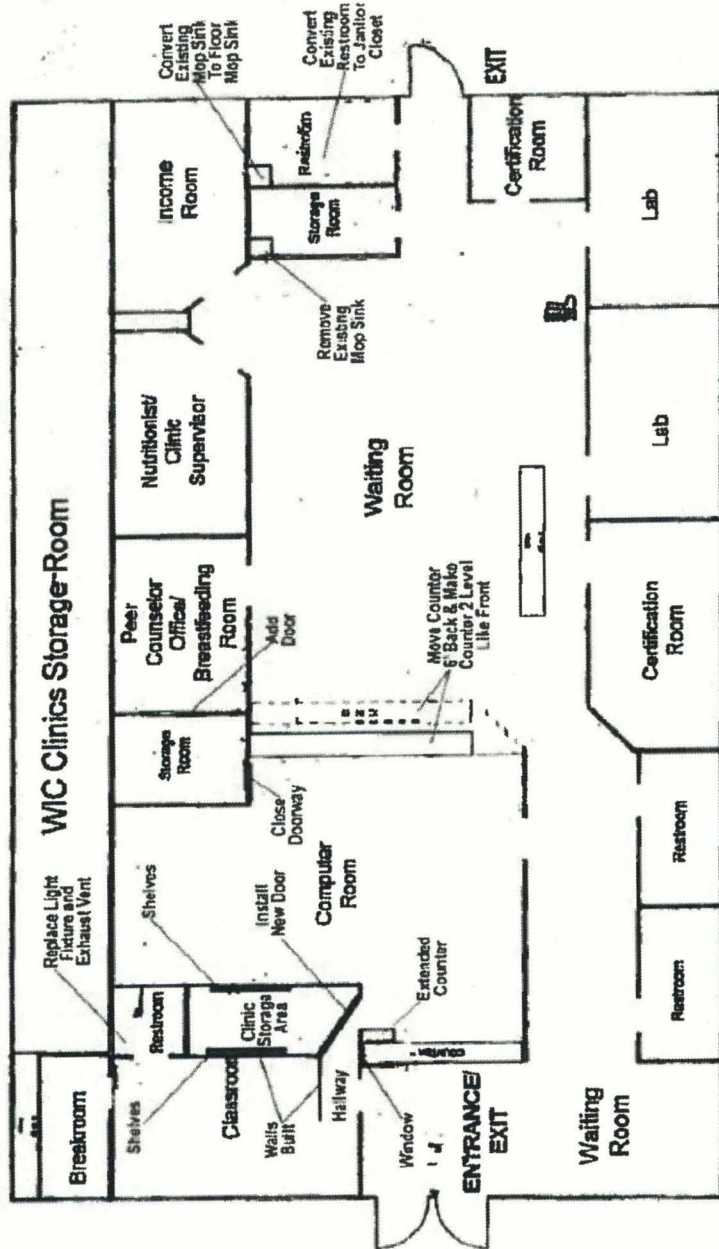


Exhibit B: Initial Cost Memorandum

Landlord: Pleasanton Partners, L.P.

Tenant: City of San Antonio

Lease: Lease Agreement dated June 25, 2001 between Landlord and Tenant, pertaining to 5,670 square feet of the retail center located at 7452 Military Drive West, San Antonio, Texas, and authorized by the Ordinance Authorizing Original Lease.

Authorizing Ordinance:

Predicate Facts:

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The leasing commission and tenant improvement costs are relevant to the parties' rights and obligations under the Lease.

For their mutual benefit, the parties now wish to memorialize the actual costs.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

2. Landlord's Cost for Tenant Improvements.

Landlord's total cost for tenant improvements under the Lease is:
\$ _____.

3. No Default.

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- 

b. Neither party is in default under the Lease.

c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

5. Conflict of Terms.

This instrument controls over anything to the contrary in the Lease.

In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant:

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____


Title: _____

Date: _____

Landlord:

Pleasanton Partners, L.P.,
a Texas limited partnership, by and through its sole general partner

Mesita Investors, LLC,
a Texas limited liability company



Meyer Marcus, Manager

7/22/16

Date

Attest:

City Clerk

Approved as to Form:

City Attorney