

AN ORDINANCE 2013-12-19-0906

**AUTHORIZING A FOUR-MONTH EXTENSION OF THE CURRENT LEASE WITH PENTA PARTNERS V, LLC, OF APPROXIMATELY 5,900 SQUARE, LOCATED AT 416 DOLOROSA STREET, IN COUNCIL DISTRICT 1, FOR USE BY THE CENTRAL STORES DIVISION, WITH NO INCREASE IN THE MONTHLY RENT OF \$6,640.50 AND THE RIGHT TO TERMINATE THE LEASE WITH SIXTY-DAYS NOTICE.**

\* \* \* \* \*

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

**SECTION 1.** The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument with Penta Partners V, LLC in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

**SECTION 2.** Funding in the amount of \$39,843.00 for this ordinance is available for Fund 71001000, Cost Center 707100002 and General Ledger 5206010, as part of the Fiscal Year 2014 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Penta Partners V, LLC. and should be encumbered with a purchase order.

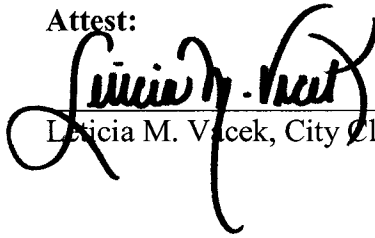
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 5.** This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

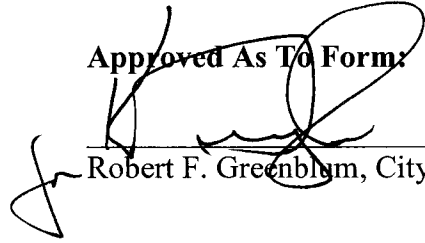
**PASSED AND APPROVED** this 19<sup>th</sup> day of December 2013.

  
M A Y O R  
Julián Castro

Attest:

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

Approved As To Form:

  
\_\_\_\_\_  
Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	15 ( in consent vote: 6, 7, 8, 9, 10, 1010A, 1010B, 11, 13, 1313A, 1313B, 1313C, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 34, 36, 37 )
<b>Date:</b>	12/19/2013
<b>Time:</b>	10:01:40 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing a four-month extension of the current lease with Penta Partners V, LLC, of approximately 5,900 square feet of space, located at 416 Dolorosa Street for use by the Central Stores Division, with no increase in the monthly rent of \$6,640.50 and the right to terminate the lease with sixty -days notice to Landlord. [Ben Gorzell, Chief Financial Officer; Jorge Perez, Director, Building and Equipment Services]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x			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				
Carlton Soules	District 10		x				

**Attachment I**

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**Renewal and Extension of Lease Agreement**  
(Print Shop/Penta Partners)

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**1. Identifying Information.**

**Ordinance Authorizing  
Renewal and Extension:**

**Landlord:** Penta Partners V, LLC

**Landlord's Address:** 1301 S. Capital of Texas Highway, A-134, Austin, Texas  
78746

**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 (Purchasing Department) between Landlord and  
Tenant pertaining to 416 Dolorosa St., San Antonio,  
Bexar County, Texas, and authorized by the Ordinance  
Authorizing Original Lease

**Ordinance Authorizing  
Original Lease:** 2008-09-18-0816

**Beginning of Renewal  
Term:** January 15, 2014

**Expiration of Renewal  
Term:** July 14, 2014

**Rent:** \$6,640.50 monthly

**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.**

The term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

**4. Rent.**

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

**5. 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.

**6. Notice of Early Termination.**

6.01. Tenant may terminate this Lease without penalty by delivering not fewer than 60-days prior-written notice, counted from the date of delivery, to each addressee in the manner stated:

**Email to:** charlesteeple@teeplepartners.com

**Email to:** kinterest@aol.com

**Hand delivery to:** Carmen Luna, 123 S. Flores St., San Antonio, Texas 78205

6.02. The above email addresses and street address have been specified by Landlord, and Landlord bears the risk of receiving notice so delivered. Without limiting the generality of the foregoing, if one or both of the emails bounce back or Carmen Luna is not present when the hand delivery is made, the notices are nevertheless effective.

6.03. Address for notice may be changed by delivering notice according to the terms of the Lease.

6.04. If Tenant is not out by the date specified in the early-termination notice, Tenant must pay holdover rent of \$468.32 daily, for each calendar day to and including the date Tenant actually vacates. Council's authorization of this instrument is authority for the City as Tenant to holdover without further council action if the Director of Building and Equipment Services deems the holdover beneficial.

**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 as modified by this agreement. Landlord and Tenant reaffirm the Lease as modified by this agreement 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.**

**8. 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:**

**Landlord:**

**City of San Antonio**, a Texas municipal corporation

**Penta Partners V, LLC**, a Texas limited liability company

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

Signature: \_\_\_\_\_

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

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

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

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

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

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

**Attest:**

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney