

ORDINANCE 2018-06-21-0477

**APPROVING THE THIRD AMENDMENT OF THE LEASE AGREEMENT WITH BURKHART, SHANNON AND HOLMES, A TEXAS GENERAL PARTNERSHIP, TO INCREASE THE SIZE OF THE LEASED PREMISES BY 795 SQUARE FEET, TO BE UTILIZED BY THE SAN ANTONIO FIRE DEPARTMENT, AT AN INITIAL ANNUAL RENT OF \$235,761.60 AND INCREASING TO AN ANNUAL RENT OF \$253,642.08 DURING THE FINAL YEAR OF THE TERM.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio has an existing Lease Agreement with Burkhardt, Shannon and Holmes, a Texas general partnership, for 11,622 square feet of office space located at 215 South San Saba for use by the San Antonio Fire Department (SAFD) as a location for the SAFD Health and Wellness Program; and

**WHEREAS**, this ordinance authorizes an amendment of the Lease Agreement for the addition of 795 square feet of office space commencing July 1, 2018 for the additional monthly rental amount of \$1,160.70 and increasing to \$1,256.10 on the fifth year of the lease term; and

**WHEREAS**, the City will retain the option to terminate this lease any time after April 30, 2021 with 120 days of notice; and

**WHEREAS**, this action will serve to add 795 square feet of office space to the existing leased premises as a location in which to house its staff psychologist and provide a more efficient location to provide counseling services to SAFD fire fighters; **NOW THEREFORE:**

**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 a lease amendment with Burkhardt, Shannon and Holmes, a Texas general partnership. The lease amendment is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding for this ordinance in the amount of \$3,482.10 is available in Fund 11001000, Cost Center 2015090001, and General Ledger 5206010 as part of the Fiscal Year 2018 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Burkhardt, Shannon and Holmes and should be encumbered with a purchase order. Additional funding for this ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

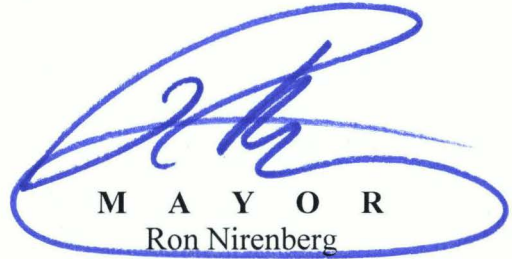
**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the

LC  
06/21/18  
Item No. 20

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 is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

**PASSED and APPROVED this 21<sup>st</sup> day of June, 2018.**



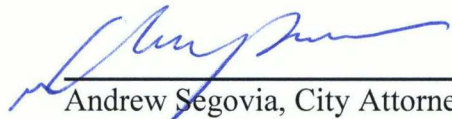
**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Andrew Segovia, City Attorney

|                     |  |                    |            |            |                |               |               |
|---------------------|--|--------------------|------------|------------|----------------|---------------|---------------|
| <b>Agenda Item:</b> | 20 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18A, 18B, 19, 20, 21, 22, 23, 24, 25A, 25B, 25C, 27, 28, 29, 30, 31, 34, 35A, 35B, 36, 37, 38, 39, 40, 41, 42, 43, 46, 47, 49, 50, 51, 52, 53, 54, 56A, 56B, 56C, 56D, 56E )   |                    |            |            |                |               |               |
| <b>Date:</b>        | 06/21/2018   |                    |            |            |                |               |               |
| <b>Time:</b>        | 09:39:05 AM  |                    |            |            |                |               |               |
| <b>Vote Type:</b>   | Motion to Approve  |                    |            |            |                |               |               |
| <b>Description:</b> | Ordinance approving the Third Amendment of the Lease Agreement with Burkhart, Shannon and Holmes, a Texas general partnership, to increase the size of the leased premises by 795 square feet, to be utilized by the San Antonio Fire Department, at an initial annual rent of \$235,761.60 and increasing to an annual rent of \$253,642.08 during the final year of the term. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations] |                    |            |            |                |               |               |
| <b>Result:</b>      | Passed   |                    |            |            |                |               |               |
| <b>Voter</b>        | <b>Group</b>   | <b>Not Present</b> | <b>Yea</b> | <b>Nay</b> | <b>Abstain</b> | <b>Motion</b> | <b>Second</b> |
| Ron Nirenberg       | Mayor  |                    | x          |            |                |               |               |
| Roberto C. Treviño  | District 1   |                    | x          |            |                | x             |               |
| William Cruz Shaw   | District 2   |                    | x          |            |                |               | x             |
| Rebecca Viagran     | District 3   |                    | x          |            |                |               |               |
| Rey Saldaña         | District 4   |                    | x          |            |                |               |               |
| Shirley Gonzales    | District 5   |                    | x          |            |                |               |               |
| Greg Brockhouse     | District 6   |                    | x          |            |                |               |               |
| Ana E. Sandoval     | District 7   |                    | x          |            |                |               |               |
| Manny Pelaez        | District 8   |                    | x          |            |                |               |               |
| John Courage        | District 9   |                    | x          |            |                |               |               |
| Clayton H. Perry    | District 10  |                    | x          |            |                |               |               |

LC  
06/21/18  
Item No. 20

# Exhibit I



## Third Amendment of Lease Agreement

(Washington Place/SAFD)

---

### 1. Identifying Information.

**Ordinance Authorizing  
Third Amendment and  
Extension:**

**Landlord:** Burkhart, Shannon and Holmes, a Texas general  
partnership,  
d/b/a Washington Place

**Landlord's Address for  
Notices:** c/o Spencer Property Management, 5825 Callaghan Road,  
Suite 101, San Antonio, Texas 78228-1124

**Landlord's Address for  
Payment of Rent:** Washington Place  
c/o Barbara O'Riley  
211 West Camellia Avenue  
McAllen, TX 78501

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Director, Center City Development &  
Operations Department)

**Premises:** Being (12,417) square feet in total, and comprised of  
(795) square feet in Suite 112, (5,594) square feet in Suite  
111, (2,415) square feet in Suite 107, and (3,613) square  
feet in Suite 107A, on the first floor of a building known  
as the Washington Place Office Building located at 215 S.  
San Saba, San Antonio, Bexar County, Texas 78207  
(hereinafter referred to as "the Building") as graphically  
depicted on **Exhibit A**, which is incorporated by reference  
for all purposes as if fully set forth.

**Ordinance Authorizing  
First Renewal and  
Amendment:** 2015-09-17-0800

**Ordinance Authorizing  
Second Amendment and  
Renewal:** 2017-08-31-0604

**Building Operating  
Hours:** Seven days per week, daily from 5:30 A.M. to 12:00 A.M.

**Effective Date of Third  
Amendment of Lease July 1, 2018  
Agreement:**

**2. Defined Terms.**

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

**3. Amendment.**

3.01. The Original Lease is hereby amended to add Suite 112, consisting of approximately 795 square feet, increasing the leased premises to a total of 12,417 square feet.

**4. Rent.**

4.01. From the Effective Date of this Third Amendment of Lease Agreement, Tenant must pay to Landlord the following new rent amounts at the Landlord's Address for Payment of Rent:

| <b>Term</b>                   | <b>Monthly Rent</b> |
|-------------------------------|---------------------|
| July 1, 2018 – April 30, 2019 | \$19,646.80         |
| May 1, 2019 – April 30, 2020  | \$20,008.97         |
| May 1, 2020 – April 30, 2021  | \$20,381.48         |
| May 1, 2021 – April 30, 2022  | \$20,753.99         |
| May 1, 2022 – April 30, 2023  | \$21,136.84         |

**5. Change in Base Year.**

5.01. The base year for calculating increases in real estate ad valorem taxes in Section 3.02 of the Lease, as amended, is 2017.

5.02. For the purpose only of calculating any pass through charges related to increases in property taxes, Tenant's prorated share of building occupancy is 49.15%.

**6. Improvements to Premises.**

6.01. Landlord will provide the following Tenant Improvements: Landlord will paint the entire Suite 112 and Landlord will clean all of the carpet within Suite 112.

6.02. Landlord shall be solely responsible to complete the Tenant Improvements at its sole cost and expense without any necessity for the Tenant to contribute towards the cost of the Tenant Improvements.

**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 amendment and extension.

**8. Same Terms and Conditions.**

This Third Amendment and Extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Third Amendment and Extension, the Lease, as amended, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



**9. Public Information.**

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.

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

**Burkhart, Shannon and Holmes**, a Texas general partnership

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

Signature: Max Burkhart  
Max Burkhart, General Partner

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

Date: 5/22/18

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

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

**Attest:**

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

**Approved as to Form:**

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



