

ORDINANCE 2021-01-14-0006

**APPROVING THE FOURTH AMENDMENT OF LEASE AGREEMENT WITH SAN SABA OPPORTUNITY FUND, LP FOR THE EXPANSION OF THE SAN ANTONIO FIRE DEPARTMENT'S LEASED PREMISES, LOCATED AT 215 SOUTH SAN SABA.**

\* \* \* \* \*

**WHEREAS**, the SAFD Wellness Program has been a tenant at 215 South San Saba since December 1, 2010; and

**WHEREAS**, as a result of the FY 2010 budget process, the SAFD was given direction to implement a Health and Wellness Program for uniformed employees; and

**WHEREAS**, through coordination with the San Antonio Professional Firefighters Association (SAPFFA), the Human Resources Department, Health Department and Office of Management and Budget, the SAFD determined that an in-house program was the most cost effective and efficient method to provide annual physicals for each firefighter; and

**WHEREAS**, this location has also provided the SAFD the ability to establish a fitness center and accommodates the fitness evaluations for all uniformed personnel; and

**WHEREAS**, this action will serve to add 1,674 square feet of office space to the existing leased premises, providing additional space for fitness testing, and allowing the relocation of the Psychological Services Office to ensure better privacy and security; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager, or designee, or the Director of the Center City Development Operations Department or his designee is hereby authorized to execute Amendment No. 4 to the Lease Agreement with San Saba Opportunity Fund, LP for the expansion of the San Antonio Fire Department's leased premises, located at 215 South San Saba for continued use of space. A copy of the amendment in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The City Manager, or designee, or the Director of the City Center Development Department or designee is further authorized to execute any and all necessary documents to effectuate said acceptance.

**SECTION 3.** Funding in the amount of \$261,353.00 for this Ordinance is available in Fund 11001000, Cost Center 2015090001 and General Ledger 5206010 as part of the Fiscal Year 2021 Adopted Budget approved by City Council.

**SECTION 4.** Payment in the amount up to \$261,353.00 is authorized to San Saba Opportunity Fund, LP and should be encumbered with a purchase order.

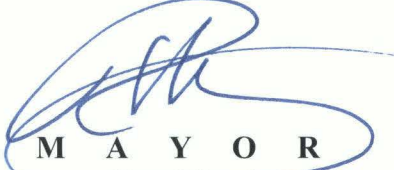
000041-10-1585

**SECTION 5:** Additional funding and payment for the duration of the contract terms of this ordinance are contingent upon City Council of the Fiscal Year 2022 and subsequent budgets that fall within the contract period.

**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer 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 7.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED this 14<sup>th</sup> day of January, 2021.**



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



\_\_\_\_\_  
Tina J. Flores, City Clerk

**APPROVED AS TO FORM:**



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



## City of San Antonio

### City Council

January 14, 2021

---

**Item: 11**

**Enactment Number:**

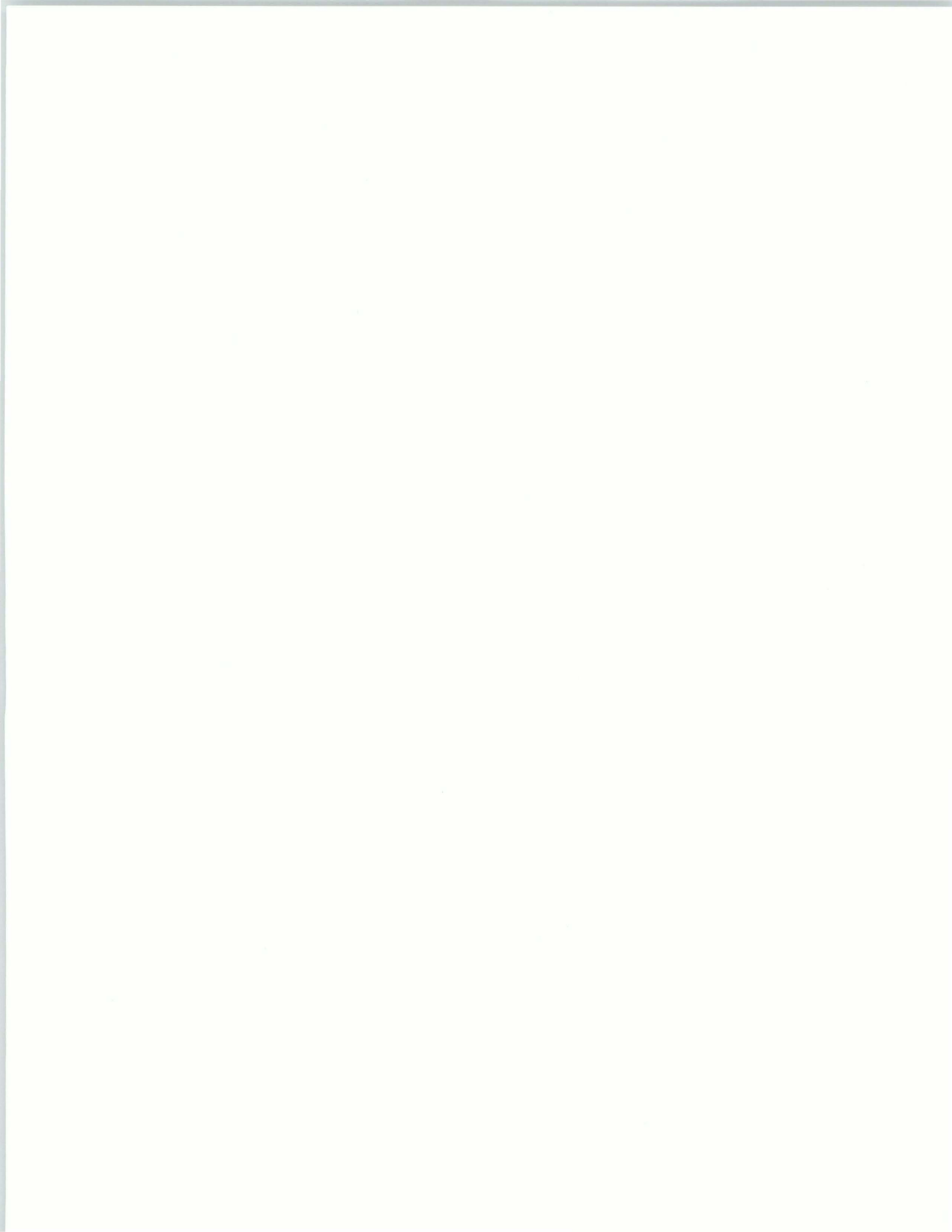
**File Number: 20-6944**

**2021-01-14-0006**

Ordinance approving the Fourth Amendment of Lease Agreement with San Saba Opportunity Fund, LP for the expansion of the San Antonio Fire Department's leased premises at 215 South San Saba for 27 months, with an initial monthly rent of \$2,092.50, for a total cost of \$58,405.86 over the term of the lease. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]

Councilmember John Courage made a motion to approve. Councilmember Melissa Cabello Havrda seconded the motion. The motion passed by the following vote:

**Aye:** 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry



VS/DBS  
01/14/21  
Item No. 11

**ATTACHMENT I**





# Fourth Amendment of Lease Agreement

(215 S. San Saba/SAFD)

---

## 1. Identifying Information.

**Ordinance Authorizing  
Fourth Amendment:**

**Landlord:** San Saba Opportunity Fund, LP, as successor-in-interest to  
Burkhart, Shannon and Holmes, a Texas general partnership,  
d/b/a Washington Place

**Landlord's Address for  
Notices and Payment of  
Rent:** San Saba Opportunity Fund, LP  
c/o The Place Commercial Real Estate  
215 S. San Saba Street, Suite 120,  
San Antonio, TX 78207

**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 located at 215 S. San Saba, San  
Antonio, Bexar County, Texas 78207 (hereinafter referred to as  
"the Building") as depicted on **Exhibit A**, which is incorporated  
by reference for all purposes as if fully set forth.

**Ordinance Authorizing  
Original Lease:** 2010-09-09-0782

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

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

**Ordinance Authorizing  
Third Amendment:** 2018-06-21-0477

## 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, as amended by the First Renewal and Amendment of Lease, Second Amendment and Extension of Lease and the Third Amendment of Lease Agreement (collectively, the "Lease"), is hereby amended.

3.02. Additional Premises. The Premises shall be amended to include an additional 1,674 square feet in the area commonly referred to as Suite 114 ("Additional Premises"), as depicted on **Exhibit A** to this Fourth Amendment. This addition square footage shall bring the total square footage of the Premises to 14,091 square feet, more or less, in the Building.

a) Rent, Rent Commencement for Premises.

Period	Additional Premises Monthly Base Rent	Existing Space Monthly Base Rent	Total Monthly Base Rent
2-1-2021 thru 4-30-2021	\$2,092.50	\$20,381.48	\$22,473.98
5-1-2021 thru 4-30-2022	\$2,145.51	\$20,753.99	\$22,899.50
5-1-2022 thru 4-30-2023	\$2,198.52	\$21,136.84	\$23,335.36

Rent commencement date in accordance with the above-reference base-rent schedule for the revised Premises shall be February 1, 2021.

b) Tenant's Pro Rata Share. Tenant's amended pro-rata share is 57.99%.

3.03. Parking Spaces. Notwithstanding anything set forth in the Lease, any and all references to Tenant's rights to parking as described in the Lease are hereby amended by deleting the same in its entirety and replacing it in its entirety as follows:

- a) From Monday through Friday, thirty-eight (38) parking spaces shall be available to Tenant from 6:30 AM through 5:30 PM. As depicted in **Exhibit B**. Of those thirty-eight (38) parking spaces, ten (10) parking spaces can be used Monday through Thursday from 5:30 PM through 12:00 AM midnight.
- b) On Fridays, four (4) parking spaces shall be provided by Landlord from 5:30 PM – 12:00 AM midnight.



- c) On Saturdays and Sundays, Tenant shall be provided by Landlord four (4) 24 hour, parking spaces, to include Saturdays and Sundays that fall on City designated Holidays.
- d) Landlord to control the parking lot on nights, weekends and City designated Holidays. No overnight storage of vehicles unless approved by Landlord.
  - i) Landlord is hereby pre-approving up to four (4) overnight parking spaces, 7 days a week for City- owned/marked San Antonio Fire Department vehicles.

3.04. Landlord Maintenance and Improvements.

- a) HVAC Systems.
  - i. Landlord shall ensure that HVAC systems provided a minimum of 20% outside air; and
  - ii. the HVAC filters must be MERV 13 or higher and replaced quarterly each year.
- b) Landlord shall complete the following improvements to Suite 114, at its sole cost and expense no later than February 1, 2021:
  - i. paint and patch all walls in one color to be chosen by Tenant;
  - ii. clean carpets;
  - iii. replace stained ceiling tile;
  - iv. cause the front glass door to become opaque either by frosting or applied film;
  - v. replace door hardware on two interior doors; and
  - vi. secure necessary permits and provide Tenant with an updated Certificate of Occupancy.
- c) Landlord, at its sole cost and expense, has provided Tenant an Asbestos Survey titled “Bulk Asbestos Containing Materials (ACM) Inspection Report”, for the Additional Premises prepared by InControl Technologies dated October 27, 2020 in accordance with the Original Lease agreement.

3.05. Tenant’s Early Termination Right. Notwithstanding anything set forth in the Lease to the contrary, the Lease is hereby amended as follows:

- a) Section 8. Tenant’s Early Termination Right, of the First Renewal and Amendment of Lease Agreement has expired and is deleted in it’s entirety.
- b) Section 8. Tenant’s Early Termination Right, of the Second Amendment and Extension of Lease Agreement is deleted in it’s entirety.

**4. 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.

**5. Same Terms and Conditions.**

This Fourth Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Fourth Amendment, 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.

**6. 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

**San Saba Opportunity Fund, LP**, a Texas limited partnership

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

By: Limestone Commercial, L.L.C., a Texas limited liability company, its General Partner

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

By:   
David K. Darr, Managing Member

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

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

Date: 11/17/2020

**Attest:**

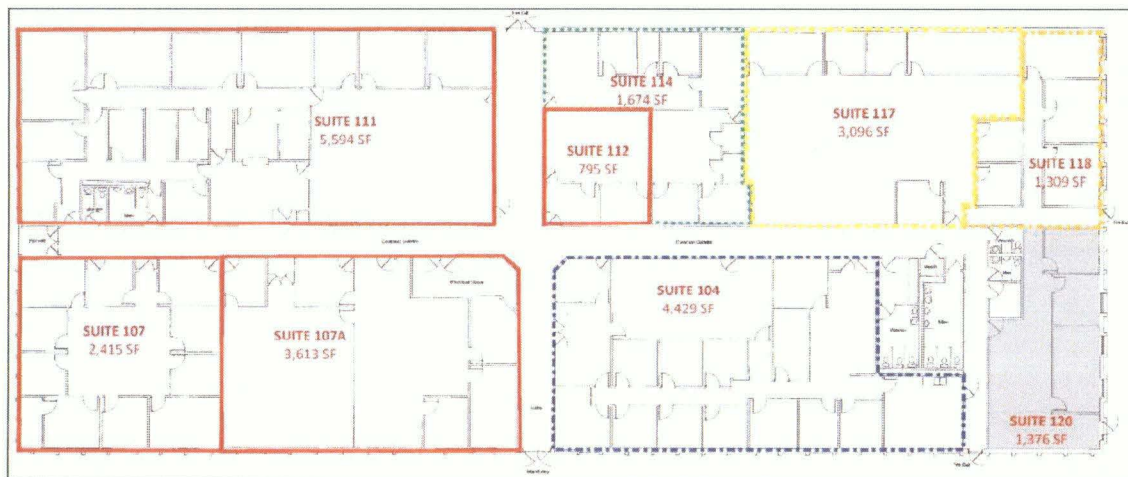
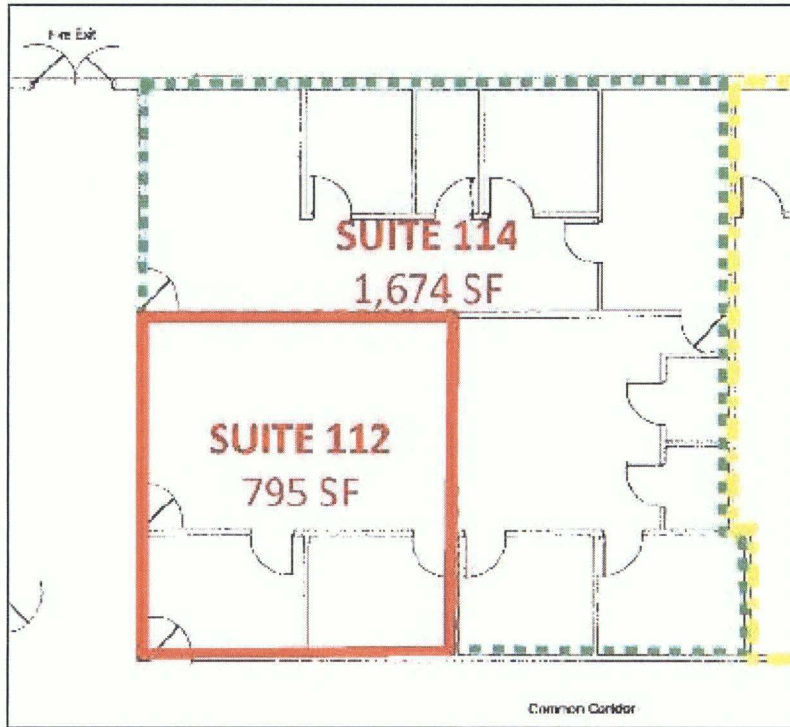
\_\_\_\_\_  
City Clerk

**Approved as to Form:**

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

**EXHIBIT A- Description of Premises**

**COSA – SAFD Suites: 107, 107A, 111, 112 and 114 = 14,091 SF**





# EXHIBIT D- Parking Plan

