

**FIRST AMENDMENT TO SAN ANTONIO BOTANICAL CENTER
PROJECT**

STATE OF TEXAS §

COUNTY OF BEXAR §

This first amendment to the Funding Agreement between the City of San Antonio, Texas, and the San Antonio Botanical Society for the San Antonio Botanical Center Project, authorized by Ordinance No. _____, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and the Botanical Society, and San Antonio Botanical Society (hereinafter referred to as "Grantee"), a Texas Non-profit Corporation, acting by and through its officers, referred to collectively herein as the "Parties".

WHEREAS, on December 14, 2017, through Ordinance 2018-06-14-0435, the City and Botanical Society entered into an Funding Agreement for the San Antonio Botanical Center Project; and

WHEREAS, in the Fiscal Year 2019 Budget adopted on September 13, 2018 and through Ordinance 2018-09-13-0709, \$1,000,000 in Parks, Recreation & Open Space Improvements 2017-2022 Bond Funds (Proposition 3 on the ballot) were reallocated to this Project; and

WHEREAS, the additional \$1,000,000 will be used for ongoing enhancements to the Event Center and Event Lawn to increase in size and scope the educational and cultural events that are offered; and

WHEREAS, in the original Agreement the City committed to \$5,050,000, minus \$101,000 to be retained by the City per Section 5.01, for a total City commitment of \$4,949,000.

WHEREAS, the Parties now wish to increase the total dollar value of the amount funded by City in the Original Agreement by a not to exceed amount of \$1,000,000, to allow for additional improvements to this Project in line with the Botanical Center Master Plan, for a total revised commitment by the City in an amount not to exceed \$6,050,000 minus \$101,000 to be retained by the City, for a total commitment not to exceed \$5,949,000; and

WHEREAS, the scope of the additional work to be completed by this amendment is shown in EXHIBIT A;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement is amended as follows:

1. As per Section XVIII of the original Agreement, this additional scope of work for this Project is being executed by both City and Grantee under authority granted by formal action of the Parties' respective governing bodies.
2. City is amending Section 2.02 of the Funding Agreement, to increase the total budget estimate of the project to \$11,715,996. Grantee shall provide all necessary funding for the Project beyond the City's amended commitment of \$6,050,000, minus \$101,000 which shall be retained by the City per Section 5.01, for a total City commitment of \$5,949,000, which will be paid on a reimbursement basis. Grantee shall provide evidence to City that all Project funds needed to complete the Project in addition to the City's committed funds have been secured prior to the receipt of any funding under this Funding Agreement. In the event that the scope of the Project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly. City is not responsible for any costs over the estimated amount of the Project unless agreed to in writing in the form of an amendment to this Funding Agreement. The City shall fund its commitment hereunder from proceeds derived from its sale of bonds authorized under Proposition 3 of the City's May 6, 2017 bond election (such City bonds, as well as any City bonds from time to time issued to refund the same, the "City Bonds").
3. Section 4.04 of the agreement is deleted in its entirety and replaced with the following:

For the entire term that the City Bonds remain outstanding, Grantee shall operate the Project continuously and in a manner that accomplishes on the City's behalf the public purposes that form basis for the City's contribution to the Project. Grantee shall satisfy this obligation by assuring that, for the duration immediately herein before specified, the parks, recreation & open space improvements services provided at the Project, once completed, as a ratio of all services provided at the completed Project, shall be at least proportionate to the percentage of the total Project cost funded by the City (assuming a City contribution of \$5,949,000 and an overall Project cost of \$11,715,996).

4. Section 5.01 of the agreement is deleted in its entirety and replaced with the following:

City shall reimburse Grantee for all eligible expenses incurred hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by City hereunder shall not exceed the sum of \$5,949,000.

5. Section 5.03 of the agreement is deleted in its entirety and replaced with the following:

Funding shall consist of reimbursements paid to Grantee for construction cost of the Project, not to exceed \$6,050,000, with \$101,000 to be retained by the City for administrative costs, for total funding by City of \$5,949,000. The City funding provided under this Funding Agreement may only be used for the portions of the Project which are dedicated to public use/public purpose. No City funds may be used for Grantee's personal office space or other non-public aspects of the Project

Signature Page to Follow

Except as amended hereby, all other provisions of the Agreement and the First Amendment are hereby retained in their entirety and remain unchanged.

EXECUTED and **AGREED** to as of the dates indicated below.

City Of San Antonio

San Antonio Botanical Society

(Signature)

_____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

John S. Troy
President, SABO
April 29, 2019

Approved as to Form:

Assistant City Attorney

EXHIBIT A SCOPE

Project Background:

The San Antonio Botanical Garden Society is in the midst of a transformational expansion that is broadening its impact in the community. This project is a \$40 million capital expansion at the San Antonio Botanical Garden. Previous improvements were completed in March 2018, consisting of a new Welcome Building, Discovery Center with classrooms, Culinary Garden, Outdoor Kitchen, Family Adventure Garden, Entry Kiosk and Gift Shop.

Project Description:

The project includes the Event Center, Event Lawn, the administration building, and renovation of the historic Carriage House. Completion of the project will allow the Botanical Garden to increase in size and scope the educational and cultural events that are offered. City Funds will be used for the Event Lawn and Education and Event Center. The new Event Center will provide a large indoor space that will serve as a multi-purpose community space for civic meetings, events, classes, weddings, symposia, exhibits, and receptions. Funding will support site work including demolition and earthwork; extensive concrete work to construct the foundation, footings, and walls; steel work, new HVAC systems, electrical, carpentry, painting, plumbing, and roofing; and interior finishes with a wood ceiling. The Event Lawn will provide a central stage and open space for visual and performing arts. For the Event Lawn project, funding will support site work including demolition and earthwork; limestone work; hardscape items such as concrete paving, footings, and water wall; electrical work; landscaping installation, plantings, and irrigation. These additional improvements will add to the ongoing enhancement of the Botanical Center, in line with the Master Plan.

Project Timeline:

These funds will be used for improvements constructed from June 2019 to November 2019.

EXHIBIT B
PLANS

916 east fifth avenue
cottondale arizona 85251
80 517 5055 studio
80 517 5057 facsimile



ARCHITECT
VEDDLE GILMORE black rock studio
916 EAST FIFTH AVENUE
COTTSDALE, AZ 85251
80.517.5055

LANDSCAPE ARCHITECT
JOHN EYCK LANDSCAPE ARCHITECTS, INC.
 214 WEST SIXTH STREET, SUITE 100
 AUSTIN, TX 78703
 512.813.9999

CIVIL ENGINEER
CAPE-DAWSON ENGINEERS
55 E RAMSEY
SAN ANTONIO, TX, 78216
10.375.9000

STRUCTURAL ENGINEER
ATUM ENGINEERS, INC.
 1021 BROADWAY
 SAN ANTONIO, TX . 78209
 10.858.2880

ELECTRICAL ENGINEER
WOODWARD ENGINEERING
103 S SMITH ROAD
TEMPE, AZ 85281
602.894.4057

MECHANICAL / PLUMBING ENGINEER
ASSOCIATED MECHANICAL
505 W UNIVERSITY DRIVE
TEMPE, AZ 85281
80.966.3996

SPECIFICATIONS
FireN A/E CONSULTING
63 SOUTH CYPRESS POINT
WILLIAMS, AZ 86046
28.635.0104

EV	DATE	ISSUE
	09.26.17	100% DD
	10.20.17	50% CD
	12.04.17	PERMIT
	12.22.17	GMP

2 DEC 2017	PLOT DATE
UG1709	PROJECT #
	SHEET TITLE

PZM

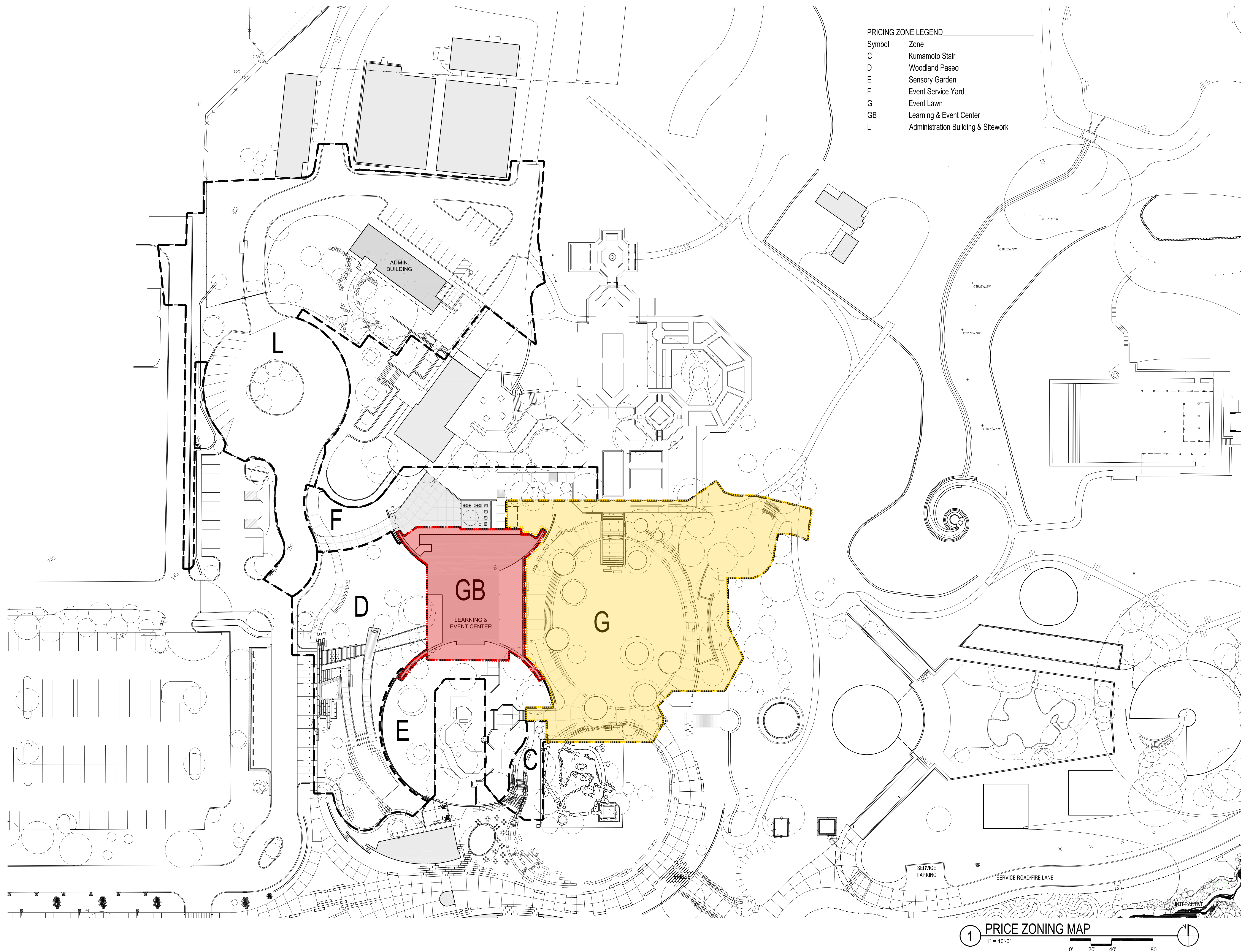


EXHIBIT C.1
PROJECT BUDGET

A	B	C	D
Project Line Items	Partner/Agency Funds (Rounded to nearest dollar)	City Funds	Total Line Item Cost equals B + C
Education and Event Center	592,820	4,888,147	5,480,967
Event Lawn	933,533	1,060,853	1,994,386
Woodland Landscape (NMTC)	1,214,740		1,214,740
Sensory Garden (NMTC)	438,247		438,247
Event Center Service Yard (NMTC)	654,570		654,570
Administration Building Sitework (NMTC)	1,010,151		1,010,151
Administration Building (NMTC)	821,935		821,935
City Administrative Costs		\$101,000	101,000
	Total: 5,665,996	Total: 6,050,000	Total Project Funds: \$11,715,996