

## ORDINANCE

**APPROVING A FIFTH AMENDMENT OF LEASE AGREEMENT WITH SAN SABA OPPORTUNITY FUND, LP FOR THE CONTINUED USE OF 14,091 SQUARE FEET SPACE LOCATED AT 215 SOUTH SAN SABA FOR THE SAN ANTONIO FIRE DEPARTMENT'S (SAFD) PSYCHOLOGY AND SAFETY DIVISIONS AND ITS HEALTH & WELLNESS PROGRAM FUNDED FROM THE CITY'S GENERAL FUND.**

\* \* \* \* \*

**WHEREAS**, the SAFD Wellness Program has been a tenant at 215 South San Saba since December 1, 2010; 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 through coordination with the San Antonio Professional Firefighters Association, 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; additionally, this location houses the SAFD Safety, and Psychology Divisions; and

**WHEREAS**, the current lease term will expire April 30, 2023 and currently there is no available alternative City-owned space in which to relocate these functions of the SAFD.

**NOW THEREFORE:**

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

**SECTION 1.** The City Council authorizes the City Manager or designee to execute a Fifth Amendment of Lease Agreement with San Saba Opportunity Fund, LP in a form substantially similar to that of **Attachment I** for the continued use of 14,091 square feet space located at 215 South San Saba. This lease would increase the monthly rate from \$23,335.36 to \$25,833.50 for the remainder of FY 2023. Funding for the first five months of the lease in the amount of \$129,168.00 is available from the FY 2023 General Fund Budget.

**SECTION 2.** the City will pay \$1,733,193.00 in rent as follows:

Term	Rate S.F.	Annual Rent
May 1, 2023 – April 30, 2024	\$22.00	\$310,002.00
May 1, 2024 – April 30, 2025	\$23.00	\$324,093.00

May 1, 2025 – April 30, 2026	\$25.00	\$352,275.00
May 1, 2026 – April 30, 2027	\$26.00	\$366,366.00
May 1, 2027 – April 30, 2028	\$27.00	\$380,457.00
Total		\$1,733,193.00

In addition to Base Rent, the SAFD will be responsible for the payment of its pro-rata share of increases in property taxes. Estimated pro-rata property tax costs are estimated to be between \$8,000 to \$10,000 per year.

**SECTION 3:** Funding in the amount of \$129,167.50 for this ordinance is available in Fund 11001000, Cost Center 2015090001 and General Ledger 5206010 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

**SECTION 4:** Additional funding is contingent upon City Council approval of the Fiscal Year 2024 and subsequent budgets that fall within the contract terms of this ordinance.

**SECTION 5:** Payment is authorized to San Saba Opportunity Fund, LP and should be encumbered with a purchase order.

**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 becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

**PASSED AND APPROVED** this 20th day of April, 2023.

**M A Y O R**  
**Ron Nirenberg**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Debbie Racca-Sittre, City Clerk**

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**Andrew Segovia, City Attorney**

## Attachment I

### Fifth Amendment of Lease Agreement

(215 S. San Saba/SAFD)

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#### 1. Identifying Information.

##### Ordinance Authorizing Fifth 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** San Saba Opportunity Fund, LP  
**Notices and Payment of Rent:** 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, Building Equipment Services Department)

**Premises:** Being (14,091) square feet in total, and comprised of (1,674) square feet in Suite 114, (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").

**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

**Ordinance Authorizing Fourth Amendment:** 2021-01-14-0006

#### 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.

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### 3. Amendment.

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

3.02 Extension of Term and Adjustment in Monthly Rent.

- (a) Extension of Term. The Lease term shall be extended an additional five (5) years. The lease extension term shall commence on May 1, 2023 and expire on April 30, 2028.
- (b) Monthly Rent. During the lease extension term, the Monthly Rent shall be:

Term	Rate S.F.	Monthly Rent
May 1, 2023 – April 30, 2024	\$22.00	\$25,833.50
May 1, 2024 – April 30, 2025	\$23.00	\$27,007.75
May 1, 2025 – April 30, 2026	\$25.00	\$29,356.25
May 1, 2026 – April 30, 2027	\$26.00	\$30,530.50
May 1, 2027 – April 30, 2028	\$27.00	\$31,704.75

3.03 Landlord Maintenance and Improvements.

Carpet. Landlord shall clean all of the carpeting in the Premises no later than May 31, 2023.

3.04 Change in Base Year.

The base year for calculating increases in real estate ad valorem taxes in Section 3.02 of the Lease, as amended, is 2022.

### 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 Fifth Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Fifth 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

## Attachment I

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 representative to set their hands.

**City of San Antonio,**  
A Texas Municipal Corporation

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

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

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

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

**San Saba Opportunity Fund, LP, a**  
Texas Limited Partnership

By: **Limestone Commercial, L.L.C.,**  
A Texas Limited Partnership Company,  
its General Partner

By:   
David K. Darr, Managing Member

Date: 2/26/23

**Approved as to Form:**

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City Attorney