TM [4/28/16]
Item No. 11.

AN ORDINANCE 2016-04-28-0299

AUTHORIZING THE 6TH RENEWAL AND EXTENSION OF LEASE AGREEMENT WITH BURKHART, SHANNON AND HOLMES, DBA WASHINGTON PLACE, FOR APPROXIMATELY 6,050 SQUARE FEET OF OFFICE SPACE, LOCATED AT 215 SOUTH SAN SABA, IN COUNCIL DISTRICT 1, FOR THE CONTINUED USE BY THE SAN ANTONIO POLICE DEPARTMENT'S (SAPD) REGIONAL AUTO CRIME TEAM (REACT) PROGRAM, FOR A FIVE-YEAR TERM.

* * * * *

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

SECTION 1. The City Manager or her designee, or the Chief of Police for the City of San Antonio or his designee, is hereby authorized to renew and extend a lease agreement between the City of San Antonio and Burkhart, Shannon and Holmes, dba Washington Place, for approximately 6,050 square feet of office space located at 215 South San Saba to be used by the San Antonio Police Department's (SAPD) Regional Auto Crime Team (ReACT) program for a five-year term beginning on May 1, 2016 for the initial monthly rental amount of $8,416.00 during the first year escalating to $9,472.00 during the fifth year. A copy of the contract, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Upon acceptance of this award a new fund will be created. Internal Order 117000000204 and General Ledger number 5206010 are hereby designated for use in the accounting for the fiscal transaction of this contract for the five years of the contract.

Year	Monthly Rent	Annual Rent
1	$8,416.00	$100,992.00
2	$8,668.00	$104,016.00
3	$8,928.00	$107,136.00
4	$9,196.00	$110,352.00
5	$9,472.00	$113,664.00

SECTION 3. 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 4. This Ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

PASSED AND APPROVED this 28th day of April, 2016.

M A Y O R
Ivy R. Taylor

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**11 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18)**
Date:	04/28/2016
Time:	10:28:39 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the 6th Renewal and Extension of Lease Agreement with Burkhart, Shannon and Holmes, dba Washington Place, for approximately 6,050 square feet of office space, located at 215 South San Saba in Council District 1, for the continued use by the San Antonio Police Department's Regional Auto Crime Team program for a five-year term. [Lori Houston, Assistant City Manager; John Jacks, Interim Director, Center City Development & Operations]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT 1

6th Renewal and Extension of Lease Agreement
(Washington Place JV-SAPD)

This Renewal and Extension of Lease Agreement is between Landlord and the City of San Antonio (Tenant), under the Ordinance Authorizing Renewal and Extension.

1. Identifying Information.

Ordinance Authorizing Present Renewal:	
Landlord:	Burkhart, Shannon and Holmes, a Texas general partnership, dba Washington Place
Landlord's Address & Address for Notices:	c/o Spencer Property Management, 5825 Callaghan Rd., 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
Lease:	Lease Agreement between Landlord and Tenant pertaining to approximately 6,050 square feet of office space at 215 South San Saba and authorized by the Ordinance Authorizing Original Lease
Ordinance Authorizing Original Lease:	86833, October 23, 1997
1st Renewal:	Two-year renewal and extension of lease agreement between Landlord and Tenant authorized by the Ordinance Authorizing 1st Renewal
Ordinance Authorizing 1st Renewal:	92772, October 26, 2000
2nd Renewal:	Renewal and extension of lease agreement between Landlord and Tenant authorized by the Ordinance Authorizing 2nd Renewal.
Ordinance Authorizing 2nd Renewal:	96538, October 24, 2002
3rd Renewal:	Renewal and extension of lease agreement between Landlord and Tenant authorized by the Ordinance Authorizing 3rd Renewal.
Ordinance Authorizing 3rd	2007-10-18-1102

Renewal:	
4th Renewal:	Two-year renewal and extension of lease agreement between Landlord and Tenant authorized by the Ordinance Authorizing 4th Renewal.
Ordinance Authorizing 4th Renewal:	2008-11-06-0977
5th Renewal:	Renewal and extension of lease agreement between Landlord and Tenant authorized by the Ordinance Authorizing 5th Renewal.
Ordinance Authorizing 5th Renewal:	2011-03-03-0168
Beginning of Present Renewal Term:	May 1, 2016
Expiration of Present Renewal Term:	April 30, 2021

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 the Renewal Term through and including the Expiration of the Renewal Term.

4. Rent.

Rent during the Renewal Term is as follows, payable at the date and place specified in the Lease:

Renewal Year	Monthly Rent
Year 1	$8,416.00
Year 2	$8,668.00
Year 3	$8,928.00
Year 4	$9,196.00
Year 5	$9,472.00

5. Base Year.

The Base year for the Renewal Term is 2016.

6. Landlord Improvements.

Landlord shall, at its sole cost and expense, re-carpet and repaint the entire leased premises pursuant to a mutually agreeable schedule.

7. Early Termination.

Tenant may, without payment of any fee, terminate the Lease at or anytime after the first year of the renewal term by delivering to Landlord not less than 30-days' advance written notice. If the Lease is so terminated, neither Landlord nor Tenant will have any rights or obligations under this lease relating to the period on or after the effective date of the termination. Termination does not impair rights or obligations relating to the period before the effective date of termination.

8. 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.

9. 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.

10. 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.

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In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant	**Landlord**
City of San Antonio, a Texas municipal corporation	**Burkhart, Shannon and Holmes, a Texas general partnership, dba Washington Place**
By:_____	By: Max Burkhart
Printed Name:_____	Printed Name: Max Burkhart
Title:_____	Title: General Partner
Date:_____	Date: 3/18/16

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney