

AN ORDINANCE 2008-11-20-1035

AUTHORIZING A 5-YEAR LEASE WITH HEBCO DEVELOPMENT INC. OF 1,600 SQUARE FEET OF OFFICE SPACE LOCATED AT THE MCCRELESS MARKET SHOPPING CENTER IN COUNCIL DISTRICT 3, FOR USE BY THE SAN ANTONIO POLICE DEPARTMENT, FEAR FREE UNIT.

* * * * *

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 agreement substantially in the form of Attachment I, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funding for this ordinance is available in Fund 11001000 General Fund, Cost Center 1703100001 Facilities Administration, in the General Ledgers and amounts listed below as part of the FY09 Budget.

Amount	General Ledger No	GL Text
\$46,000	5301010	M&R MaterialBldg/Imp
\$3,600	5204050	Maint - Buildings
\$2,400	5404530	Gas and Electricity
\$450	5404540	Water and Sewer

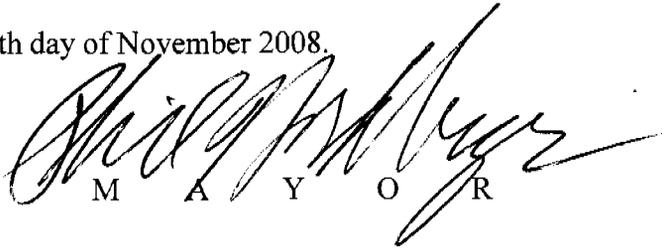
Total Amount: \$52,450

SECTION 3. Payment not to exceed \$52,450.00 is authorized to HEBCO Development Inc., and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director 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 5. This ordinance becomes effective 10 days after passage.

PASSED AND APPROVED this 20th day of November 2008.

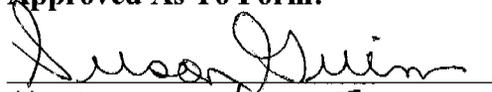

M A Y O R

Attest:



City Clerk

Approved As To Form:



City Attorney
For 



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 23

Name:	9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30A, 30B, 30C, 30D, 30E, 30F, 30G, 30H, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 (Revised by Councilman Rowe at 12/11/08 meeting)
Date:	11/20/2008
Time:	05:35:26 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a 5-year lease with HEBCO Development Inc. of 1,600 square feet of office space located at the McCreless Market Shopping Center in Council District 3, for use by the San Antonio Police Department, Fear Free Unit. [Penny Post oak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3	x					
Philip A. Cortez	District 4	x					
Lourdes Galvan	District 5		x				x
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7	x					
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

Attachment I

LEASE

This Lease is made effective as of _____, 2008, between _____ HEBCO Development, Inc. ("Landlord") and City of San Antonio, a Texas municipal corporation ("Tenant").

Premises. Landlord hereby leases to Tenant approximately 1,600 square feet of existing building space ("Leased Premises") in the McCreless Market Shopping Center, which is located at or near the intersection of South New Braunfels and IH-37 in San Antonio, Texas ("Shopping Center"). The street address of the Leased Premises is 3850 S. New Braunfels Avenue, Suite 110. The Shopping Center property is described on Exhibit A attached hereto. The Leased Premises and the Shopping Center are shown on the drawing attached hereto as Exhibit B.

Common Areas. All portions of the Shopping Center which Landlord may from time to time make available for the general use, convenience and benefit of Tenant, other tenants and their Permittees. The Common Areas shall include without limitation any enclosed mall and, to the extent they serve more than one occupant, truck ramps, fire corridors, loading facilities and docks, automobile parking areas, access roads, sidewalks, traffic lanes, parcel pickup areas, entrances and exits from and to public roads, landscaping, rest rooms, stairways, elevators and escalators and Utility Facilities.

Term. The term of this Lease shall commence on the earlier of (1) the day Tenant opens for business in the Leased Premises or (2) thirty (30) days after the day Landlord delivers possession of the Leased Premises to Tenant and ending at midnight on the last day of the same calendar month as the commencement date five (5) years thereafter, unless sooner terminated in accordance with the provisions of the Lease.

Subject to delay occasioned by force majeure events, Tenant agrees that if Tenant fails to open to the public within one hundred twenty (120) days following Landlord delivery of the Leased Premises to Tenant, then Landlord may terminate the Lease immediately.

Use. Tenant shall use the Leased Premises solely for the purpose of operating a San Antonio Fear Free Environment substation ("SAFFE Substation"), a division of the San Antonio Police Department. Tenant also expressly agrees that the SAFFE Substation shall be open to the public, at a minimum, Monday through Friday from 9 am to 5 pm and for other police related functions including but not limited to use of the Premises by police officers for the purpose of accessing computers and completing reports. In the event that the SAFFE program scope is modified during the Term, Landlord agrees to allow other community policing uses provided that such uses continue to provide a uniformed police presence at the Premises. Tenant shall continuously during the term of this lease agreement occupy the Leased Premises and engage in such business, except while the Leased Premises are untenable because of fire or other casualty. Tenant will under no circumstances use the Leased Premises for any purpose that would violate

an exclusive use granted to another tenant within the Shopping Center. The Leased Premises shall not in any event be used for the storage, display or sale of alcoholic or malt beverages, wine, edible or non-edible groceries, meats, produce, frozen foods, dairy products, bakery products or prescription and non-prescription pharmaceuticals

Rent. . During the term of this Lease rent shall be gratis ("Rent") and the Premises shall be made available to Tenant at no charge.

No CAM, Taxes or Insurance Charges. Tenant will not be obligated to pay Landlord any common area maintenance charges, real estate tax charges, insurance charges, or other charges in addition to rent.

Utilities. Tenant will pay directly to utility providers all charges for utility services to the Leased Premises during the term, including but not limited to charges for electricity, gas, water, sanitary sewer, telephone, cable television, trash, and any other utility services.

Signs. Tenant is required to place a sign on the exterior façade of the Leased Premises prior to the day Tenant opens for business. The size, number, location and design details of the exterior façade sign must be approved by Landlord prior to installation and in compliance with Exhibit "D" attached hereto and made a part hereof. Tenant shall not place any interior windows signs or exterior signs, including, but not limited to banner signs and neon signs, in the Leased Premises or Common Areas without prior written approval from Landlord

Maintenance.

8.1 **Landlord's Repairs.** Landlord shall maintain, repair and replace the structural portions of the Leased Premises, including the foundations, roof, downspouts, subfloors and exterior walls of the Leased Premises; and the concealed electrical and plumbing systems ("Utility Facilities") serving the Leased Premises; provided, however, that if any damage is caused by any act, negligence or omission of Tenant or Tenant's Permittees, Tenant shall upon demand pay, or cause its insurance carrier to pay, for any necessary repairs. Landlord shall not be required to commence any repairs required hereunder until after notice from Tenant that they are necessary. Landlord shall commence such repairs in a reasonable time and shall prosecute them to completion with due diligence. In no event shall Landlord be liable for any damage to Tenant's merchandise, trade fixtures or other property, for lost profits or for any personal injury to Tenant or its Permittees as a result of needed unperformed repairs to the Leased Premises, unless Landlord fails to commence such repairs within a reasonable time after notice from Tenant that such repairs are needed. Landlord or its representatives shall have the right to enter into or upon the Leased Premises at all reasonable hours to inspect and/or attend to an emergency.

8.2 **Tenant's Repairs.** Tenant shall at its cost perform all maintenance, repairs and replacements of every kind necessary to keep the Leased Premises in a good condition other than Landlord's Repairs described in subparagraph 8.1, including but not limited to maintenance, repair and replacement of all broken glass, doors, windows, moldings,

seals for any roof penetrations, the interior of the Leased Premises, trash removal, exposed plumbing pipes and fixtures that service the Leased Premises, water heaters, heating, air conditioning and ventilating equipment, light and electric fixtures whether installed by Landlord or Tenant. Tenant shall be responsible for repairs to the main plumbing pipes to the extent such repairs are a result of damage caused by any act, negligence or omission of Tenant or Tenant's Permittees. At the request of the Tenant, Landlord shall transfer any warranties on equipment in the Leased Premises to Tenant and cooperate with Tenant in attempting to enforce such warranties. Landlord shall have the right, but not the obligation, to make any necessary repairs to the Leased Premises. Tenant shall reimburse Landlord for such repairs plus a 15% management fee.

Tenant shall, at its own cost and expense, use City of San Antonio employees skilled in the maintenance of building systems or at Tenant's sole option enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing all hot water, heating and air conditioning systems and equipment within the Premises. In the event the Tenant elects to use a maintenance contractor, the maintenance contractor and the contract must be approved by Landlord. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Premises. Tenant shall from time to time upon request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within the thirty (30) day period preceding move out by Tenant, Tenant shall have the systems and equipment checked and serviced to insure proper functioning and shall furnish Landlord satisfactory proof thereof upon request.

Property Taxes. Landlord will pay all real estate taxes on the Shopping Center property when due, without reimbursement by Tenant. Tenant will pay any personal property taxes on Tenant's furnishings and equipment in the Leased Premises when due, without reimbursement by Landlord.

Insurance.

11.1 By Landlord. Landlord shall maintain in effect insurance policies described as follows with reputable companies licensed to do business in the State of Texas. It is understood and agreed that Landlord shall have the absolute right to self insure in order to comply with any insurance requirement.

(a) Liability. Landlord shall maintain a policy of comprehensive public liability insurance, naming Landlord as insured, against claims on account of bodily injury, personal injury, property damage and completed operations incurred upon or about the Shopping Center with limits of not less than (i) \$1,000,000.00 in respect of personal injury to or death of any one person, (ii) \$1,000,000.00 for any one occurrence for personal injury to or death of one or more persons arising out of any one occurrence, and (iii) \$1,000,000.00 per occurrence in respect of any instance of property damage.

(b) Fire and Extended Coverage. Landlord shall maintain and cause that portion of the Shopping Center Landlord is required to maintain and repair to be insured against loss or damage by fire and any other causes or events and included within the coverage of the standard form extended coverage insurance policy in an amount not less than the full insurable value in an amount sufficient to cover the repair and/or replacement of the damaged property, but not less than the amount necessary to comply with any applicable coinsurance provisions. Insurable value shall include replacement cost without deduction for physical depreciation, exclusive of the cost of the portions of foundations, footings and excavations of such improvements which are below the surface of the ground or below the lowest basement floor.

Other. Landlord may maintain any additional insurance against other insurable hazards commonly insured by developers of shopping centers, such as flood insurance, and the premiums shall be included in the determination of Tenant's Insurance Charge.

11.2 By Tenant. Tenant is self-insured and will rely on such self-insurance for risks allocated to it under this Lease. As a political subdivision of the State of Texas, Tenant is subject to the Texas Tort Claims Act, and the obligations of Tenant and the rights of persons claiming against Tenant are subject to that Act.

12. Indemnity.

It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

Landlord shall indemnify and hold harmless Tenant and its agents, successors and assigns from and against all injury, loss, claims or damage, including attorneys' fees and disbursements, to any person or property arising from, related to, or in connection with, Tenant's use and occupancy, of the Common Areas, except that caused primarily by the negligence or willful misconduct of Tenant.

13. Fire and Casualty. In the event of damage to or destruction of any portion of the Leased Premises during the term, Landlord will not be obligated to repair the damage or destruction. If, in Tenant's sole discretion, the Leased Premises are rendered unsuitable for Tenant's use by such damage or destruction, Tenant will have the right to either terminate this Lease or elect for this Lease to continue, provided that if Tenant elects for the Lease to continue, Tenant will be responsible for any and all repairs which Tenant deems necessary.

14. Condemnation. In the event twenty-five percent (25%) or more of the Leased Premises are condemned by any government authority, or conveyed by Landlord in lieu of condemnation, Tenant will have the option to terminate this Lease. If this Lease is not terminated by Tenant and remains in full force and effect the Rent will be reduced in proportion to the square footage of the Leased Premises that have been condemned or conveyed.

15. Assignment and Subletting. Tenant may not assign this Lease or sublease all or any part of the Leased Premises.

15. Possession/Condition of Leased Premises.

15.1 Landlord's Delivery to Tenant at Commencement. Landlord shall design and construct the interior finish improvements in accordance with the scope of work and layout attached as Exhibit C (hereinafter collectively referred to as "Landlord's Work"). Additionally, Landlord will certify that upon delivery the heating, ventilating and cooling equipment, electrical, and plumbing are in good working condition.

15.2 Tenant's Contribution. Upon completion of Landlord's Work, Tenant shall reimburse, in an amount not to exceed Twenty-Six Thousand and No/100 Dollars (\$26,000.00), Landlord for such work.

15.3 Tenant's Delivery to Landlord at Expiration. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord. If Tenant is not then in default under this Lease, subject to notice and cure periods, Tenant shall remove all trade fixtures, inventory, stock-in-trade, furniture and other personal property which are not fixtures ("Tenant's Property") installed by Tenant. All other installations or improvements, including all Utility Facilities, paneling, decorating, partitions, railings, mezzanine floors, and galleries made by either party shall be and become upon installation the property of Landlord and shall be surrendered with the Leased Premises at the expiration or termination. Whether or not Tenant is then in default, Tenant shall remove at its expense any of Tenant's Property specified to be removed in a notice by Landlord to Tenant. Any property not promptly removed by Tenant under the provisions of this subparagraph, Landlord at its option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant. Tenant shall in any event repair any damage to the Leased Premises caused by the removal of Tenant's property.

16. Notices. The parties' addresses for delivery of notices under this Lease are as follows:

Landlord: HEBCO Development, Inc.
P.O. Box 839955
San Antonio, Texas 78283-3955
Attn: Shopping Center Development

Or hand delivery:
HEBCO Development Inc.
Attn: Shopping Center Development
646 S. Main
San Antonio, Texas 78204

Phone: (210) 938-8290
Fax: (210) 938-7788

Tenant: City of San Antonio
P.O. Box 839966,
San Antonio, Texas 78283-3966
Attn: Real Estate Division, Leasing and Space Management
Section

17. Landlord's Default. If Landlord fails to perform any of Landlord's obligations under this Lease, and such default continues for thirty (30) days after Tenant's written notice thereof, Tenant will have the right to terminate this Lease.

18. Tenant's Default. If Tenant fails to comply with Use terms in paragraph 3 above or perform any of Tenant's other obligations under this Lease, and such default continues for fourteen (14) days after Landlord's written notice thereof, Landlord will have the right to terminate this Lease.

19. Holdover. If Tenant should remain in possession of the Leased Premises after the end of the term then Tenant will be occupying the Leased Premises on a month-to-month basis, under all the terms and conditions of the Lease, except that the Rent payable during the holdover period shall be equal to \$4,500 per month (\$33.75/sf/yr).

20. Hazardous Waste. Tenant will not use or dispose of any hazardous substances in the Leased Premises which are restricted or prohibited by law. This provision will not prohibit Tenant's use of standard office cleaning materials in a lawful manner.

21. Appropriations. All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for this Lease in an annual City of San Antonio Budget, the City may terminate this Lease and have no further liability.

22. Prohibited Interests in Contracts.

22.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

22.02. Landlord warrants and certifies as follows:

(i) Landlord and its officers, employees and agents are neither officers nor employees of the City.

(ii) Landlord has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

22.03. Landlord acknowledges that City's reliance on the above warranties and certifications is reasonable.

Executed as of the date first entered above.

Landlord: HEBCO Development, Inc.

By: _____
Name: Todd A. Piland
Its: Senior Vice President
Tax ID: 74-2598597

Tenant: City of San Antonio, a Texas municipal corporation

By: _____

Name:

Title: _____

Date: _____

Tax ID: 1-74-6002070-8

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Exhibit A

REAL PROPERTY DESCRIPTION
OF THE SHOPPING CENTER

A 51.92 acre, or 2,261,665 square foot more or less, tract of land, being the remainder of Lot 10, out of the McCreless Plaza Subdivision Number 2 Subdivision as recorded in Volume 4305, Pages 123-124 and Modified in Volume 4600, Pages 239-240 in the Deed and Plat Records of Bexar County, Texas, as conveyed by Warranty Deed to Bexar McCreless Corp. in Volume 3221, Pages 489-493 of the Official Public Records of Real Property of Bexar County, Texas. Said 51.92 acre tract being out of N.C.B. 7589, of the City of San Antonio, Bexar County, Texas, and being further described by metes and bounds as follows:

- BEGINNING** At a found 1/4" iron rod, at the most westerly northwest corner of the said Lot 10, the southwest corner of Lot 14, McCreless Plaza No. 3 Subdivision, recorded in Volume 9544, Page 131 of the Deed and Plat Records of Bexar County, Texas, being on the east right-of-way line of South New Braunfels Avenue (an 86-foot right-of-way);
- THENCE:** S 89°22'09" E, departing the east right-of-way line of South New Braunfels Avenue, along and with the south line of said Lot 14, a distance of 246.85 feet to a found 1/4" iron rod;
- THENCE:** N 00°48'50" E, along the east line of said Lot 14, a distance of 120.00 feet to a found 1/4" iron rod with a cap marked "Bury and Partners";
- THENCE:** S 89°22'02" E, a distance of 1.15 feet to a found 1/4" iron rod with cap marked "Bury and Partners";
- THENCE:** N 00°48'50" E, a distance of 170.74 feet to a found 1/4" iron rod with a yellow cap marked "Pape-Dawson", on the South right-of-way line of Ada Street;
- THENCE:** S 89°26'38" E, departing the east line of Lot 5, recorded in Volume 2805, Page 138 of the Deed and Plat Records of Bexar County, Texas, a distance of 516.28 feet along and with the said north line of Ada Street to a set 1/4" iron rod with a yellow cap marked "Pape-Dawson" at the northwest corner of Lot 12, of the Ada Street Subdivision recorded in Volume 5140, Page 13 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** S 00°33'22" W, departing the south right-of-way line of said Ada Street, along and with the west line of said Lot 12 a distance of 134.00 feet to a set 1/4" iron rod with a yellow cap marked "Pape Dawson", the southwest corner of said Lot 12, being a reentrant corner of the herein described tract;
- THENCE:** S 89°26'38" E, along and with the south line of said Ada Subdivision Lot 12 a distance of 150.00 feet to a found 1/4" iron rod the southeast corner of said and a reentrant corner of the herein described tract;
- THENCE:** N 00°33'22" E, along and with the east line of said Ada Subdivision Lot 12, a distance of 134.00 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson" at the northeast corner of said being on the aforementioned south right-of-way line of Ada Street;

- THENCE: S 89°26'38" E, along and with the south right-of-way line of said Ada Street, a distance of 419.82 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson", the beginning of a curve to the right;
- THENCE: Easterly, southeasterly, and southerly, with a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°01'00", a chord bearing and distance of S 44°26'08" E, 21.22 feet, for a curve length of 23.57 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson", at a point of tangency on the west right-of-way line of South Gevers Street (a 60-foot right-of-way);
- THENCE: S 00°34'22" W, along and with the west right-of-way line of South Gevers Street a distance of 1980.58 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" the beginning of a curve to the right;
- THENCE: Southerly, southwesterly, and westerly, with a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°21'00", a chord bearing and distance of S 45°44'51" W, 35.46 feet, for a curve length of 39.42 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency on the north right-of-way line of Southcross Boulevard (formerly Dauchy Road, a 55.6-foot right-of-way);
- THENCE: N 89°04'38" W, along and with the north line of Southcross Boulevard a distant of 476.50 feet to an "+" found on a Texas Department of Transportation concrete monument with a brass plate marking the cutback to South New Braunfels Avenue along the northeast right-of-way line of Interstate Highway 37;
- THENCE: N 50°51'06" W, along and with the northeast right-of-way line of Interstate Highway 37 a distance of 136.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
- THENCE: N 36°28'30" W, continuing with said northeast right-of-way line of Interstate Highway 37 a distance of 224.40 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson";
- THENCE: N 44°31'22" W, a distance of 852.03 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" on the aforementioned east right-of-way line of South New Braunfels Avenue;
- THENCE: N 01°50'29" W, along and with the east right-of-way line of South New Braunfels Avenue a distance of 155.00 feet to a set "+" on concrete;
- THENCE: N 00°48'51" E, continuing along and with the east right-of-way line of South New Braunfels Avenue a distance of 706.54 feet to the POINT OF BEGINNING, and containing 51.92 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers Inc.

TOGETHER WITH:

A 0.4614 acre, or 20,100 square foot more or less, tract of land, being all of Lot 12, the Ada Subdivision as recorded in Volume 5140, Page 13 of the Deed and Plat Records of Bexar County, Texas, as conveyed by Warranty Deed to Bexar McCreless Corp. in Volume 3221, Pages 489-493 of the Official Public Records of Real Property of Bexar County, Texas. Said 0.4614 acre tract being out of N.C.B. 7589, of the City of San Antonio, Bexar County, Texas, and being further described by metes and bounds as follows:

- BEGINNING** At a set ½" iron rod, with a yellow cap marked "Pape Dawson", on the south right-of-way line of Ada Street, the northwest corner of said Lot 12, from which a found ½" iron rod with a yellow cap marked "Pape Dawson", at the northwest corner of Lot 10, McCreless Plaza Subdivision, recorded in Volume 4600, Pages 239-240 of the Deed and Plat Records of Bexar County, Texas, bears, N 89°26'38" W, a distance of 516.28;
- THENCE:** S 89°26'38" E, along and with the south right-of-way line of said Ada Street, a distance of 150.00 feet to a found ½" iron rod with a yellow cap marked "Pape Dawson", the northeast corner of the herein described tract;
- THENCE:** S 00°33'22" W, departing the south right-of-way line of Ada Street, a distance of 134.00 feet to a found ½" iron rod with a yellow cap marked "Pape Dawson", the southeast corner of the herein described tract;
- THENCE:** N 89°26'38" W, a distance of 150.00 feet to a set ½" iron rod with a yellow cap marked "Pape Dawson", the southwest corner of the herein described tract;
- THENCE:** N 00°33'22" E, a distance of 134.00 feet to the POINT OF BEGINNING, and containing 0.4614 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers Inc.

EXHIBIT B
SITE PLAN AND LEASED PREMISES

EXHIBIT C

SCOPE OF LANDLORD'S WORK AND LAYOUT OF THE LEASED PREMISES

Scope: Create a lease space for tenant to include finish-out of wall, ceiling, flooring, electrical and plumbing.

* All walls to deck must have 2" slip Track.

* GC is responsible for producing set of plans to be permitted

*Tenant is responsible for Fixtures

	HEB	SAPD
1. Walls and insulation to comply with governing code		
Perimeter walls	16,632.00	
Interior walls		3,585.60
Paint (eggshell in color)		6,264.00
2. Ceiling/Grid (10' AFF)		
Front office area should be same height as store front 11'		
2x4 lay in 1600 sf	4,428.00	
3. Flooring		
VCT, (neutral in color)		2,880.00
4. Doors		
Front and Rear with hardware and paint	5,094.00	
Interior (4) two passage and two lockable and paint		3,120.00
5. Mechanical		
5 ton HVAC system (1yr warranty)	16,708.80	
6. Electrical to comply with governing code		
16 2x4 lay in fixtures (1 per 90sq ft)	1,656.00	
Electrical below Ceiling		8,742.00
Data conduits		912.00
200amp service and electrical above ceiling	1,896.00	
7. Rest Rooms ADA compliant		
Toilet, Sink, and Hardware	3,840.00	
8. Concrete		
Pour Back leave out	1,440.00	
9. Fire Sprinkler		
	1,900.00	
Sub Total	53,594.80	25,503.60
Total	79,098.40	

EXHIBIT C-1
LAYOUT OF LEASED PREMISES

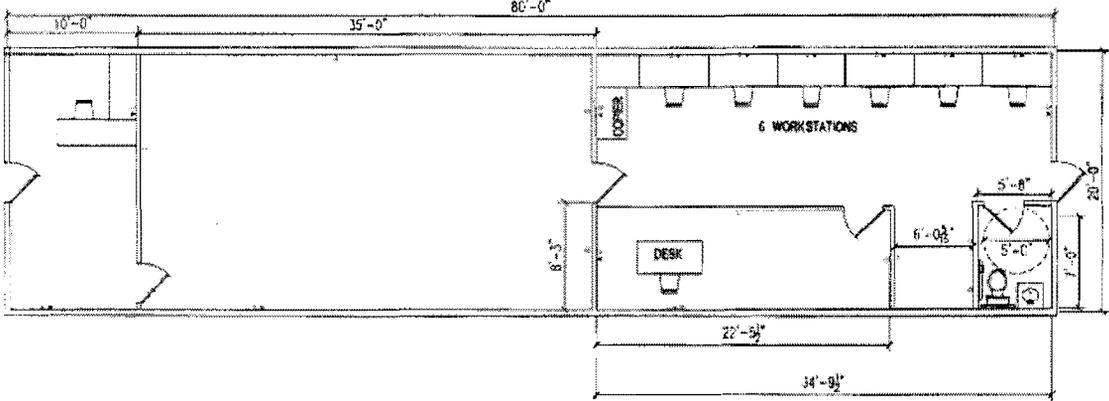


EXHIBIT D SIGN CRITERIA

FOR: McCreless Market

The purpose of this document is to outline the criteria, which has been established governing the design, fabrication, and installation of Tenant signs.

The necessity for establishing certain basic guidelines which must be followed by the sign company serves a two-fold purpose. First, it will protect you, the Tenant, from purchasing a sign which does not meet good standards of material and workmanship. Secondly, it will assure the Landlord of an attractive shopping center unmarred by poorly designed, badly proportioned signs. The most attractive and successful shopping centers are those which have insisted upon sign control.

Tenant will be held liable and shall bear all costs for removal and/or correction of signs, sign installation and damage to the building by sign installations that do not conform to the outlined specifications listed below.

Exhibit "D" will be given to the sign company and used by them as a guide in preparing designs and cost estimates for your approval.

The basic criteria governing signs are as follows:

1. Tenant, at its own expense, shall make arrangements to have a sign approved by Landlord and installed on the Leased Premises on or prior to the day Tenant opens for business.
2. All signs are subject to the City of San Antonio Sign Ordinance.
3. All permits as required by local building or sign codes shall be obtained by Tenant or Sign Contractor.
4. All sign drawings and lettering shall be submitted to the Landlord for approval. Drawings are to be submitted for approval before any fabrication has begun. In the event Tenant installs any sign without Landlord's prior written approval, Tenant shall remove such sign. In the event, Tenant fails to remove such sign within five (5) days period, Landlord may remove such sign without further notice to Tenant and Tenant shall reimburse Landlord the amount of expenses incurred by Landlord in removing such sign plus fifteen percent (15%).
5. Tenant shall not place anything on the canopy other than the approved letters.
6. Trailer signs or Marquee type signs are prohibited.

7. No exposed ballast boxes, sign cabinets or electrical transformers shall be permitted. Sign company names or stamps shall be concealed. External sign illumination shall not be permitted. No flashing lights or animation permitted.
8. Landlord reserves the right to limit or prohibit the use of logos. Any deviations from these sign criteria are subject to prior written approval by the Landlord. Landlord has the right to waive any provisions listed herein. Waiver in a single instance shall not constitute a waiver to any other tenant.
9. Tenant shall be responsible for the repair of any staining, holes, etc. in the Shopping Center façade caused by Tenant's signage, and shall paint the Shopping Center façade to match existing color upon removal of Tenant's signs to Landlord's satisfaction. This provision shall survive the termination or expiration of this Lease.
10. Interior illuminated box type signs or panels with painted or cutout plastic letters will not be permitted on the buildings.
11. The maximum vertical height for sign letters is 30 inches. The length of a sign shall not exceed 80 percent of the lease frontage. (For example, a 20-foot frontage lease can have a maximum sign length of 16 feet, a 40 foot frontage - a 32 foot sign, etc.) The sign area shall not exceed forty (40) square feet. No stacking of signs will be permitted.
12. Letters and logo mounted to a 2" deep x 12" high wire way. All signs must follow U.L. specifications, and must bear appropriate U.L. Labels. Wire way must be painted to match the building façade.
13. Channel Letter Signage shall follow the construction standards outlined below:

Letters to have a rivet/staple assembly and .040 pre-finished Black Wrisco returns and .063 aluminum backs for extra support, with no pop rivets visible (no armor ply backing will be allowed).

Letter returns shall be 5" in depth and constructed with corrosion-free aluminum. Letter returns shall be painted Black with Polyurethane Enamel. Letter interiors shall be painted white for increased illumination. Interior seams shall be caulked, and all letters to have 1/4" drain holes.

Letter faces to be 3/16" acrylic.

1" Black Jewelite trim cap.

All signs shall be mounted to a wire way (as described paragraph 12, above). All mounting elements including bolts, shields, or brackets to be constructed of corrosion-free materials. All penetrations to the building fascia shall be sealed with a silicone-based sealant of clear color to match building fascia.

Illumination shall be either neon tubing, 15 millimeter #6500 Snow White powered by 30MA transformers or LED. The number of rows of tubing shall always be double.

14. All electrical components are to be remote and mounted behind the wall. All transformers, transformer boxes, conduit, and GTO shall be U.L. listed. Tenant signage is to be controlled by a timer that each and every Tenant shall furnish and install at the rear of the Leased Premises. The power for Tenant's sign shall be obtained from Tenant's panel. Final electrical connection shall be the responsibility of Tenant. This work shall be done with Tenant's electrical contractor and the cost of this work shall be the responsibility of Tenant.

15. Letters shall be mounted on building façade as depicted on Attachment D-1 vertically and left and right on Leased Premises.

16. Tenant Address Numbers: Tenant to provide and install 4" die-cut address numbers for its lease space (including major tenants). Vinyl numbers shall be precision die cut from sheet vinyl and supplied as pre-spaced legends sandwiched between a protective carrier and backing strip. Numbers shall be applied to the outside surfaces of glass. Letter style shall be Helvetica medium, in color to be selected.

17. Tenant Service Door Identification: Tenant to provide and install vinyl die-cut lease space name and space number on rear service door. See drawings for layout of space number and name. Vinyl letter shall be precision die-cut from sheet vinyl and supplied as pre-spaced legends sandwiched between a protective barrier and backing strip. Numbers shall be cut for application to the outside surfaces of doors. Letter style shall be Helvetica medium, in color to be selected.



CITY OF SAN ANTONIO Request for Council Action

Agenda Item # 23
Council Meeting Date: 11/20/2008
RFCA Tracking No: R-4145

DEPARTMENT: Capital Improvements
Management Services

DEPARTMENT HEAD: Mike Frisbie

COUNCIL DISTRICT(S) IMPACTED:
Council District 3

SUBJECT:
SAPD SAFFE Storefront Lease – 3850 South New Braunfels

SUMMARY:

This ordinance authorizes the execution of a five-year office lease with HEBCO Development Inc., for use by the San Antonio Police Department's (SAPD) San Antonio Fear Free Environment (SAFFE) unit for 1,600 square feet of office/retail space located at the McCreless Market Shopping Center, located in Council District 3, at a rate that is gratis throughout the term. This ordinance also authorizes payment in the amount of \$46,000.00 for one-time, moving related expenses and \$26,000.00 to reimburse landlord for a portion of the costs to renovate and equip the space along with sufficient funding to finance the expenses associated with the SAPD's occupancy.

BACKGROUND INFORMATION:

SAFFE is an integral component of the SAPD's approach to Community-Oriented Policing. This philosophy embraces a partnership between the community and police in identifying, evaluating and resolving community concerns, problems, quality of life issues and reducing fear of crime. To accomplish this mission, SAFFE officers establish and maintain day-to-day interaction with residents and business within their assigned beats, as well as serve as a liaison with other entities, both public and private.

The proposed lease site is anchored by retail establishments that generate substantial visitor traffic through the area. Additionally, the proposed site will be designed to incorporate community meeting space, workstations and computers sufficient in quantity to conduct the SAFFE mission. The property owner, HEBCO Development Inc., recognizes the value of establishing an SAPD storefront in the community and has agreed to provide the space on a gratis basis and contribute about \$53,000.00 towards the cost of renovating the storefront for SAPD's use. The completion date for the construction will be late February 2009 and the move in date will be March 1, 2009.

ISSUE:

This action is consistent with the City Council's request that SAPD establish storefront operations visible to the public as a method of increasing the presence of officers in the community.

ALTERNATIVES:

The alternative to entering into this lease agreement with HEBCO Development Inc., would be for staff to search for space that is more favorable than the situation proposed herein. Given that the proposed space meets the objectives of City Council's mandate for SAFFE locations and is offered on a gratis basis with minimal expense for the City, such an approach would be unlikely to result in cost savings or a more favorable location.

FISCAL IMPACT:

Under the terms of the lease agreement, the City will not pay rent but will be responsible for ongoing annual expenses for utilities, janitorial and other costs related to occupancy. The charges are estimated to be approximately \$12,900.00 a year plus an adjustment for inflation.

Lease Year	Monthly Rental Rate	Annual Rental Rate	Monthly Expenses	Annual Expenses
1 thru 5	gratis	gratis	\$1,075.00	\$12,900.00

In addition to the above costs, there is a one-time expenditure in the amount of \$46,000.00. This includes the City's contribution of \$26,000.00 towards the total cost of \$79,000.00 to renovate the premises, and \$20,000.00 in costs associated with moving and telecommunication installations.

SAPD has sufficient funds in its FY 2009 General Fund budget for this expenditure.

RECOMMENDATION:

Staff recommends approval of this lease agreement with HEBCO Development Inc., for SAPD's SAFFE program.

ATTACHMENT(S):

File Description	File Name
Executed Lease Agreement	McCreless SAPD Lease PDF Version.doc.pdf
Voting Results	
Original Vote Slip	Original Vote Slip.pdf
Ordinance/Supplemental Documents	200811201035.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

George Rodriguez Assistant Director Capital Improvements Management Services

APPROVED FOR COUNCIL CONSIDERATION:

Erik Walsh Assistant City Manager

Penny Postoak Ferguson Assistant City Manager