

AN ORDINANCE 2008-03-06-0163

AUTHORIZING AN AGREEMENT WITH THE JEFFERSON WOODLAWN LAKE COMMUNITY DEVELOPMENT CORPORATION, FOR THE SUBLEASE OF APPROXIMATELY 1,368 SQUARE FEET OF SPACE AT 1800 FREDERICKSBURG ROAD ("DECO BUILDING"), LOCATED IN DISTRICT 1, FOR USE BY THE SAN ANTONIO POLICE DEPARTMENT'S SAN ANTONIO FEAR FREE ENVIRONMENT ("S.A.F.F.E.") PROGRAM; AND AUTHORIZING A JOB ORDER TO CON-COR/APM JV FOR THE RENOVATION OF THE LEASED SPACE, IN AN AMOUNT UP TO \$210,000.00.

* * * * *

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 an agreement with the Jefferson Woodlawn Lake Community Development Corporation for the sublease of approximately 1,368 square feet of space at 1800 Fredericksburg Road to be used by the San Antonio Police Department's San Antonio Fear Free Environment Program. A copy of the agreement is in substantially 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. The City Manager and her designee, severally, are authorized and directed to issue a \$210,000.00 job order to Con-Cor/APM JV for the renovation of the leased space.

SECTION 3. Funding for this ordinance is available in Fund 11001000 General Fund and Cost Centers 1703100001 Facilities and Administration and General Ledgers, 5206010 Rental of Facilities and 5404530 Gas and Electricity as part of the FY08 Budget. An amount of \$210,000.00 is appropriated in Fund 76002000 Building Maintenance, 2406980001 BUILDING IMPROVEMENTS, 5204050 Maintenance and Repair Building and Improvements and the FY 2008 Budget is amended to reflect this change.

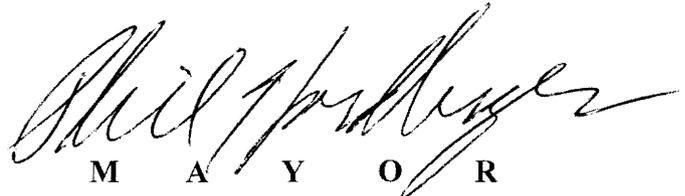
SECTION 4. Payment not to exceed the \$210,000 is authorized to Con-Cor Corporation or its order according to the terms of their contract and should be encumbered with a purchase order. Payment not to exceed \$113,439.24 is authorized to Jefferson Woodlawn Lake Community Development Corporation or its order and should be encumbered with a purchase order. Payment not to exceed the budgeted amount is authorized for utilities.

SECTION 5. 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, the Interim City Manager or the designee of either, correct allocation 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 6. This ordinance shall become effective on the tenth day following passage.

PASSED AND APPROVED this 6th day of March, 2008.



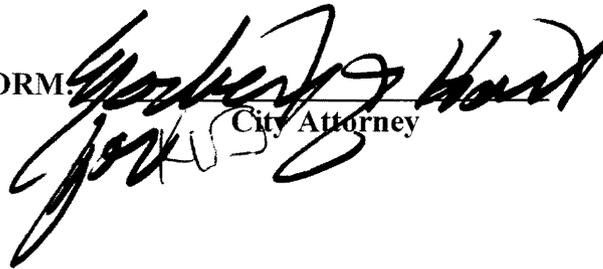
M A Y O R

PHIL HARDBERGER

ATTEST:

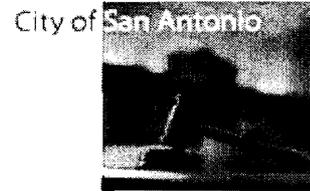

City Clerk

APPROVED AS TO FORM:


City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 10

Name:	7, 9, 10, 11, 17, 19, 20, 21B, 22, 23, 24, 25, 27, 28, 29A, 29B, 29C, 29D, 29E, 29F, 29G						
Date:	03/06/2008						
Time:	10:24:49 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with the Jefferson Woodlawn Lake Community Development Corporation, for the sublease of approximately 1,368 square feet of space at 1800 Fredericksburg Road (“Deco Building”), located in District 1, for use by the San Antonio Police Department’s San Antonio Fear Free Environment (“S.A.F.F.E.”) program; and authorizing a job order to Con-Cor/APM JV for the renovation of the leased space, in an amount up to \$210,000.00. [Jelynn LeBlanc Burley, Deputy 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				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				x



CMS or Ordinance Number: CN4600007063

TSLGRS File Code:1000-25

Document Title:
CONT - Police - Deco;1800 Fredericksburg Rd.:
Ord.# 2008.03.06.0163

Commencement Date:

4/9/2008

Expiration Date:

5/30/2017

Office Sublease
(SAPD/Jefferson Woodlawn Lake CDC)

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1. Basic Information, Definitions.

Effective Date: The effective date of the Authorizing Ordinance

Authorizing Ordinance: *2008-03-06-0163*

Landlord: Jefferson Woodlawn Lake Community Development Corporation

Landlord’s Address: 1802 Fredericksburg Road, San Antonio, Texas 78201

Tenant: City of San Antonio

Tenant’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvements Management Services Department)

Premises: Approximately 1,368 square feet of space in a building located at 1800 Fredericksburg Road, San Antonio, Bexar County, Texas, depicted on **Exhibit A** with cross hatching

Master Lease: This lease is a sublease under a Master Lease and Management Agreement with Jefferson Woodlawn Lake Community Development Corporation between the City of San Antonio as landlord and the Jefferson Woodlawn Lake Community Development Corporation as landlord relating to the Travis Building located at 1800 Fredericksburg Road and authorized by Ordinance 94958, November 15, 2001

Permitted Use: Police substation and general office use

Commencement Date: Later of June 1, 2008 or issuance of Certificate of Occupancy for the Premises. If the Commencement Date is after June 1, the parties must memorialize the actual Commencement Date by means of a Commencement Date Memorandum in substantially the form of **Exhibit B**. If it is June 1, the memorandum is not necessary.

Initial Term: 10 years

Address for Payment of Additional Rent: Jefferson Woodlawn Lake Community Development Corporation, 1800 Fredericksburg Road, San Antonio, Texas 78201

Security Deposit: None

Asbestos Survey Deadline: Commencement Date

Building Operating Hours: 8:00 A.M. to 6:00 P.M. Monday through Friday, except holidays

Common Areas: All facilities and areas of the Building and Parking Facilities and related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all Building tenants. Landlord has exclusive control over and right to manage the Common Areas.

Essential Services: (a) hot and cold water for lavatories and drinking; (b) janitorial service and periodic window washing;

2. Grant.

Landlord subleases the Premises to Tenant, and Tenant takes the Premises from Landlord on the terms and conditions of this Lease. As a part of the Lease, Tenant and its representatives, employees, and invitees have the non-exclusive right to park in the lot in front of the building in which the Premises are located. Tenant, in its role as lessor under the Master Lease, will not consider Landlord's granting this Lease as a breach of the Master Lease.

3. Rent.

3.01. There is no Base Rent under this lease. The only rent is Additional Rent provided for below to reimburse Landlord for operating expenses.

3.02. Tenant must pay Additional Rent as indicated in the following table:

	<i>Monthly Installment</i>
Months 1 - 36	\$912.00
Months 37 - 72	\$939.36
Months 73 - 108	\$967.54
Months 109 – 120 (lease expiration)	\$996.57

3.03. Tenant must pay Additional Rent in the amounts described in this article in advance on the first day of each month or within 10 days thereafter without penalty. If Tenant is delinquent in payment of any amount for more than 10 days after the date due, Tenant must pay to Landlord upon demand a late charge equal to five percent of the delinquent sum. Interest and late charges are in addition to all Landlord's other rights and remedies.

3.04. If Landlord receives prepaid rent from or for the account of Tenant, Landlord must apply the prepaid rent according to Tenant's directions.

4. Term, Renewal.

4.01. The term of this Lease is the Initial Term, unless sooner terminated as provided in this Lease. Tenant may terminate this lease at any time without cause by delivering 30-days prior written notice to Landlord.

4.02. Tenant may renew this Lease for two 10-year terms by giving Landlord two months prior written notice before expiration of the previous term, whether initial

or renewal. Renewals are on the same terms and conditions as the Initial Term, except for rent. There is no Base Rent during any renewal. Additional Rent continues to increase by 3% at each third anniversary of June 1, measured from the last increase in Additional Rent, whether or not coincident with a renewal term.

5. Tenant's Affirmative Promises.

Tenant promises that it will:

5.01. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

5.02. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord.

5.03. Obtain and pay for electricity services used by Tenant.

5.04. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

5.05. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

5.06. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are obligations of Landlord.

5.07. Vacate the Premises and return all keys to the Premises on the last day of the Term, subject to any holdover rights.

6. Tenant's Negative Promises.

Tenant promises that it will not:

6.01. Use the Premises for any purpose other than the Permitted Use.

6.02. Create a nuisance.

6.03. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

6.04. Permit waste.

6.05. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

6.06. Allow a lien to be placed on the Premises.

6.07. Assign this lease or sublease any portion of the Premises without Landlord's written consent, which must not be unreasonably withheld.

7. Landlord's Affirmative Promises.

Landlord promises that it will:

7.01. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

7.02. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

7.03. Provide the Essential Services.

7.04. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common Areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, (e) HVAC, wiring, and plumbing, (f) floors, and (g) other structures or equipment serving the Premises.

7.05. Allow Tenant the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

7.06. Deliver to Tenant an Asbestos Survey of the Premises and the Building not later than Asbestos Survey Deadline, in accordance with the provisions of § 6-293 of the City Code of the City of San Antonio, Texas.

8. Landlord's Negative Promises.

Landlord promises that it will not:

8.01. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

8.02. Unreasonably withhold consent to a proposed assignment or sublease.

9. Alterations.

Before the Commencement Date, Landlord must permit Tenant and its representatives and contractors to enter upon the Premises to finish out the Premises to make them suitable for Tenant's use. All work in connection with the finish out is at Tenant's sole cost. Any physical additions or improvements to the Premises made by Tenant become property of Landlord at termination.

10. Insurance.

10.01. Tenant will self-insure as it deems advisable against property loss. 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.

10.02. Landlord must maintain Commercial General Liability insurance of not less than \$1,000,000 and property and casualty insurance for physical damage to the Premises in the amount of 80% of their actual cash value.

11. Release of Claims/Subrogation.

The insurance requirements of this Lease are a bargained-for allocation of risk of loss. Landlord and Tenant release each other from claims arising from injury or loss to either of them or to third parties to which they are liable, if the injury or loss is covered by insurance the waiving party is required by this Lease to maintain, whether or not the party actually has the insurance ("Covered Claims"). This release is additional to and does not limit any other release contained in this lease. Landlord, to the maximum extent allowable without causing cancellation of a required policy, must get its insurers to waive subrogation for Covered Claims.

12. Casualty/Total or Partial Destruction.

12.01. If the Premises are damaged by casualty and can be restored within 90 days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and all leasehold improvements within the Premises, including interior partitions, ceilings, wiring, light fixtures, and plumbing.. Restoration must be to substantially the same condition existing before the casualty. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within 90 days from the loss, Tenant

may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

12.02. If the Premises cannot be restored within 90 days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within 10 days. If Tenant does not terminate this lease, the lease will continue, and Landlord will restore the Premises as provided above.

12.03. During the period before Landlord completes restoration, the Rent will be adjusted as may be fair and reasonable.

12.04. As with the insurance requirements, the rebuilding obligations of this paragraph are a bargained-for allocation of risk.

13. Condemnation/Substantial or Partial Taking.

13.01. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

13.02. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

13.03. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

14. Holdover.

14.01. If the Lease has not been earlier terminated according to its terms and Tenant is current on rent, both after the Initial Term and after any renewals provided for in this instrument, Tenant may hold-over for up to six additional months on a month-to-month basis. Tenant need not give advance notice of intent to exercise this hold-over right, and it need not hold over all of the allowable six months. The rent during a hold over is the same as the rent for the term being held over, and all other terms of this Lease apply. Council's authorization of this instrument is authority for the City as Tenant to enter into the hold-over period without further council action if the Director of Capital Improvements Management Services deems the holdover beneficial.

14.02. If prior notice is required to initiate a renewal under this Lease, the required notice period may include time in the hold-over period. If the required notice of renewal is less than the hold-over period, Tenant may deliver notice in the hold-over period.

14.03. Whenever this Lease refers to its term, events to occur during the term, or rights and obligations of Landlord and Tenant during the term, a hold-over period is considered a part of the term.

15. Default.

15.01. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

15.02. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

15.03. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

15.04. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, Tenant to reimburse Landlord for reasonable reletting expenditures; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages.

16. Security Deposit.

Not Applicable.

17. Warranty Disclaimer.

There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

18. Environmental.

18.01. "Environmental Laws" means applicable federal, state, and local laws relating to protection of the public health, welfare, and the environment, including without limitation, those laws relating to the storage, handling, and use of chemicals and other hazardous substances, those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind, and those relating to the protection of environmentally sensitive areas.

18.02. "Hazardous Material" means "hazardous substance," "pollution or contaminant," "petroleum," and "natural gas liquids," as those terms are defined by or used in Environmental Laws, or that are regulated because of their effect or potential effect on human health and the environment.

18.03. "Release" means depositing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing.

18.04. Landlord represents that the Premises and the property of which the Premises are a part, if applicable, comply with all applicable Environmental Laws. Landlord must cause its employees, agents, contractors, tenants, and other persons occupying or present on or about the property on which the Premises are located (other than the Premises) (collectively, "Occupants") to comply with all applicable Environmental Laws.

18.05. Landlord represents and warrants that there has been no Release and there is no threat of Release of any Hazardous Materials on, onto, or from the Premises and that the Premises has not contained and does not contain any asbestos, underground or aboveground storage tanks, or "PCBs" or "PCB items," as defined in 40 CFR § 761.3.

18.06. Tenant must not allow the Release of any Hazardous Material from its use of the Premises on, onto, or from the Property. Tenant further must not to handle, use, or otherwise manage any Hazardous Material on the Premises or the Property in violation of any Environmental Laws or in any but a reasonable and prudent manner.

18.07. Landlord represents and warrants that, (y) with regard to activities and conditions on the Property Landlord has not given, nor was it required to give, and Landlord has not received, any notice that: (i) the Property violates any Environmental Law; (ii) there has been a Release, or threat of Release, of Hazardous Materials from the Property; (iii) the Landlord may be or is liable, in whole or in part, for costs of cleaning up, remediating, removing, or responding to a Hazardous Materials release; or (iv) the Property is subject to a lien under any Environmental

Laws; and (z) no conditions currently exist, or are reasonably foreseeable, that would give rise to such a notice. In case of receipt of such notice, Landlord must immediately provide Tenant a copy.

18.08. Before the Commencement Date, Landlord must permit Tenant and its, representatives and contractors to enter upon the Premises at reasonable times and in a reasonable manner to investigate environmental matters. Tenant may perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and any other tests, as the Tenant, in its sole discretion, determines are necessary to identify environmental concerns. The investigation is at Tenant's sole cost. Tenant must minimize the intrusion upon and inconvenience to Landlord and the ongoing operations at the Premises. If Tenant performs any tests that disturb the Property, Tenant must restore the Property. Tenant is responsible for damages arising from its testing on the Property and for the proper disposal of any wastes generated by its testing.

18.09. Landlord must indemnify Tenant and its officials, employees, and contractors from loss, cost, liability, or expense (including, but not limited to, attorneys' fees and expenses, including all attorney's fees and expenses incurred by Tenant in enforcing this indemnity) arising from or relating to breach of Landlord's environmental representations, warranties, and covenants.

19. 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.

20. Dispute Resolution.

20.01. Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

20.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

20.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

20.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

20.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

20.06. Mediator fees must be borne equally.

20.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

21. Prohibited Interests in Contracts.

21.01. 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.

21.02. 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.

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

22. Miscellaneous.

22.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

22.02. *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

22.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

22.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

22.05. *Modification.* This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any of this Agreement's terms may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (i) to apply any other term or condition or (ii) to apply the same term or condition to a later or earlier occasion.

22.06. *Third Party Beneficiaries.* This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

22.07. *Notices.* Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice.

22.08. *Captions.* Paragraph captions are for ease of reference only and do not affect the interpretation.

22.09. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

22.10. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But no such additional documents can alter the rights or obligations of the parties stated in this agreement.

23. 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.

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

Tenant

Landlord

City of San Antonio, a Texas municipal corporation

Jefferson Woodlawn Lake Community Development Corporation, a Texas nonprofit corporation

Signature: [Handwritten Signature]

By: Paul C. Stahl
Paul C. Stahl, President

Printed Name: Jelynne L. Burley

Date: FEB 29, 2008

Title: Deputy City Manager

Date: 4-2-08

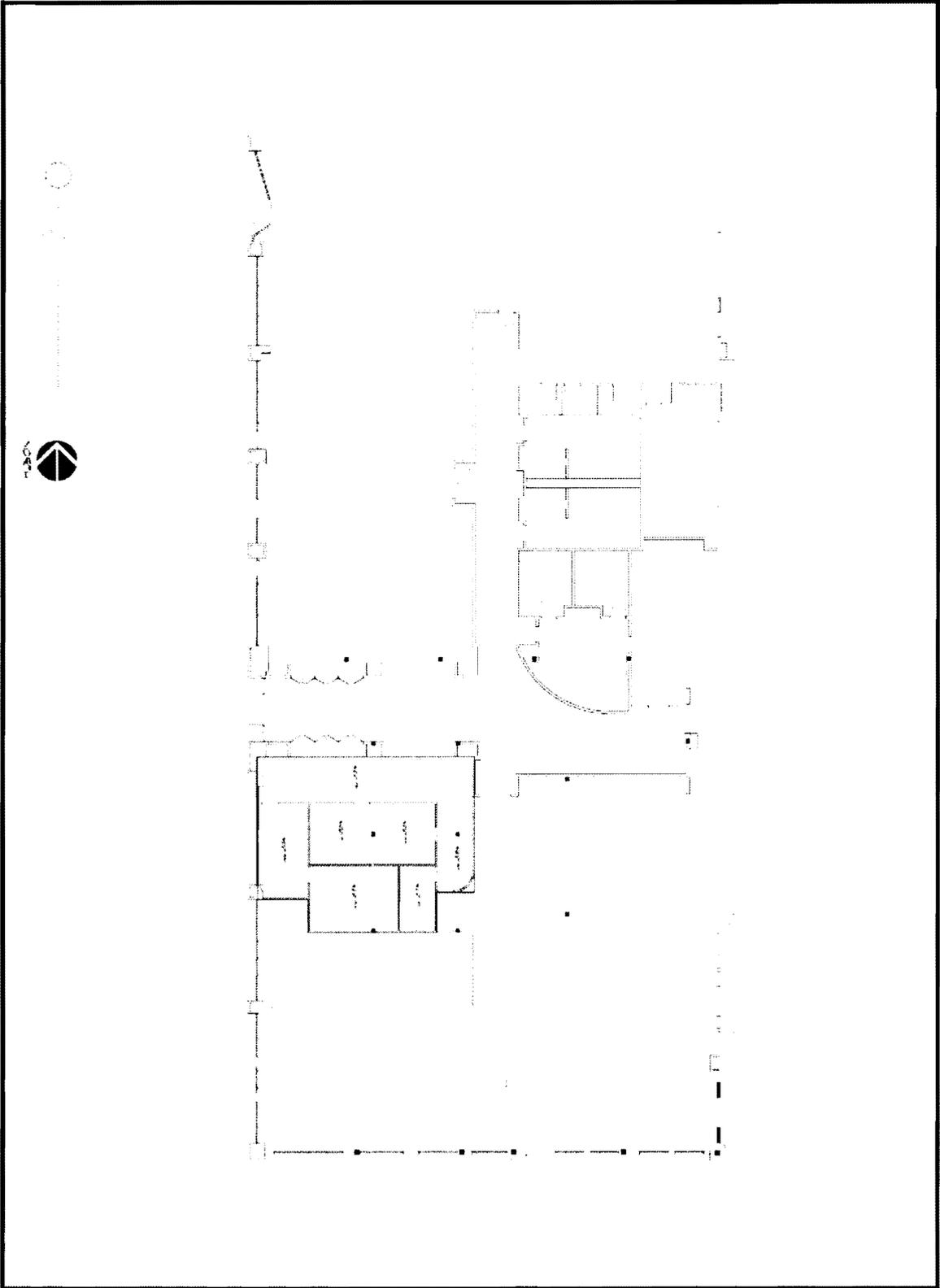
Attest:

[Handwritten Signature]
City Clerk



Approved as to Form:

[Handwritten Signature]
City Attorney



A6-1

**Chesney
Morales
& Associates, Inc.**
OF ARCHITECTS, ENGINEERS AND INTERIORS

**RENOVATIONS TO
DECO BUILDING**
1000 RIVERFRONT AVENUE, NEW YORK, NY 10020

DATE: 08/11/09
 DRAWN BY: J. MORAN
 CHECKED BY: J. MORAN
 APPROVED BY: J. MORAN
 PROJECT NO.: 09-001

Exhibit B

Lease Commencement Memorandum

Landlord: Jefferson Woodlawn Lake Community Development Corporation
Landlord's Address: 1802 Fredericksburg Road, San Antonio, Texas 78201
Tenant: City of San Antonio
Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Capital Improvements Management Services Department)
Lease: Office Sublease (SAPD/Jefferson Woodlawn Lake CDC) between Landlord and Tenant pertaining to approximately 1,368 square feet of space in a building located at 1800 Fredericksburg Road and authorized by the Authorizing Ordinance.

Authorizing Ordinance:

Predicate Facts:

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The Lease Term is to begin at the later to occur of (a) June 1, 2008 or (b) issuance of a certificate of occupancy for the Premises.

For their mutual benefit, the parties now wish to memorialize the actual commencement date of the Lease's Term.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

2. Lease Commencement.

The Lease Term commences ??????.

3. No Default.

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.
- c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

4. Conflict of Terms.

This instrument controls over anything to the contrary in the Lease.

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

Tenant

Landlord

City of San Antonio, a Texas municipal corporation

Jefferson Woodlawn Lake Community Development Corporation, a Texas nonprofit corporation

Signature: _____

By: _____
Paul C. Stahl, President

Printed Name: _____

Date: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney



CMS or Ordinance Number: OR00000200803060163

TSLGRS File Code: 1000-05

Document Title:

ORD - Police - Deco;1800 Fredericksburg Rd.:

Ord.# 2008.03.06.0163

Ordinance Date:
3/6/2008