TM 04/10/14
Item No.14

AN ORDINANCE 2014-04-10-0219

AUTHORIZING AN AMENDMENT TO 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. Under the terms of the 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 direct costs related to the City occupancy including utilities and janitorial are paid directly by SAPD.

Terms	Existing Lease	Extension Term	Change
Length	5 years ending March 31, 2014	5 years ending March 31, 2019	5 year extension
Rent	No charge	No Charge	No change
Occupancy Costs	Paid for by City	Paid for by City	No change

SAPD has sufficient funds in its FY 2014 General Fund budget for the expenditures related to its cost of occupancy.

SECTION 3. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 10th day of April, 2014.

M A Y O R
for Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Robert F. Greenblum, City Attorney

Agenda Item:	**14**
Date:	04/10/2014
Time:	09:49:45 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a renewal and extension of lease agreement for a five-year term ending March 31, 2019 with HEBCO Development Inc. for 1,600 square feet of office/retail space located at the McCreless Market Shopping Center, for use by the San Antonio Police Department's San Antonio Fear Free Environment unit, at a rate that is at no cost throughout the term, located in Council District 3. [Peter Zanoni, Deputy City Manager; Mike Etienne, Office, EastPoint & Real Estate Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				
Ivy R. Taylor	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				
Ron Nirenberg	District 8				x		
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				x

Renewal and Extension of Original Lease Agreement

(SAFFE Substation, 3850 S. New Braunfels, Suite 110)

1. Identifying Information.

Ordinance Authorizing Renewal and Extension:	
Landlord:	HEBCO Development, Inc.
Landlord's Address:	HEBCO Development, Inc., Attn: Shopping Center Development, 646 S. Main, San Antonio, Texas 78223
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 Premises:	SAFFE Substation (3850 S. New Braunfels, Suite 110) Lease effective as of December 5, 2008, between Landlord and Tenant relating to approximately 1,600 square feet in the McCreless Market Shopping Center and authorized by Ordinance 2008-11-20-1035 as more particularly described in Exhibit A.
Permitted Use:	For purpose of operating a San Antonio Fear Free Environment substation ("SAFFE Substation") a Division of the San Antonio Police Department.
Ordinance Authorizing Original Lease:	2008-11-20-1035
Beginning of Renewal Term:	April 1, 2014
Expiration of Renewal Term:	March 31, 2019

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Original Lease 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 listed above through and including the Expiration of Renewal Term for a period not to exceed five (5) years.

4. Rent.

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

5. Landlord's Early Termination.

Landlord shall have the right to terminate this Lease upon one hundred eighty (180) days written notice to Tenant.

6. No Contractual Right to Further Renewal.

Tenant has no contractual right to renew and extend the Lease further than the renewal term provided for in this document.

7. 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.

8. 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. Landlord and Tenant reaffirm the Lease as modified by this 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.

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9. 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

Tenant:	**Landlord:**
City of San Antonio, a Texas municipal corporation	**HEBCO Development, Inc.**
By:_____	By: Jodi Kirksey Jodi B. Kirksey Authorized Representative Tax ID: 74-2598597
Printed Name:_____	Date: 3-3-14
Title:_____	
Date:_____	

Attest:

_____
City Clerk

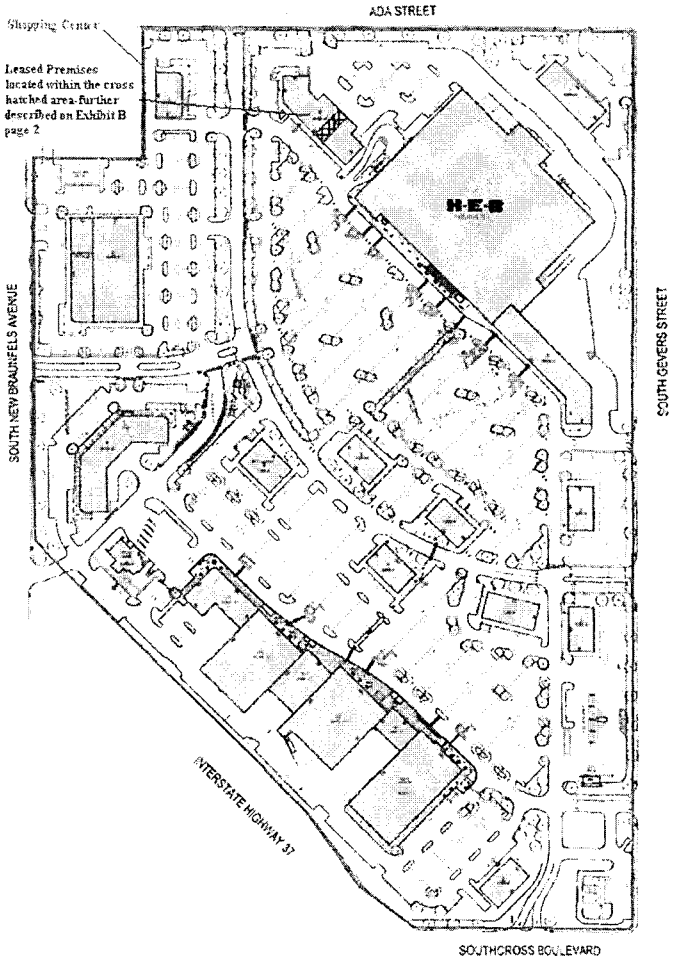
Approved as to Form:

_____
City Attorney

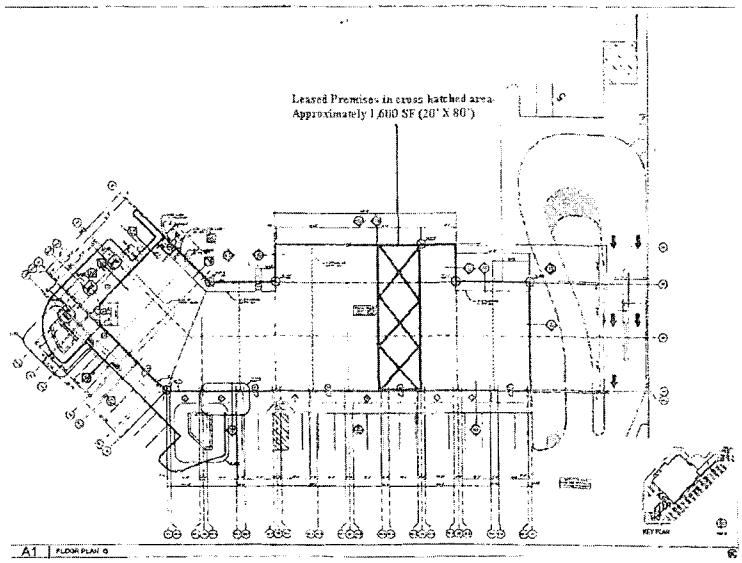
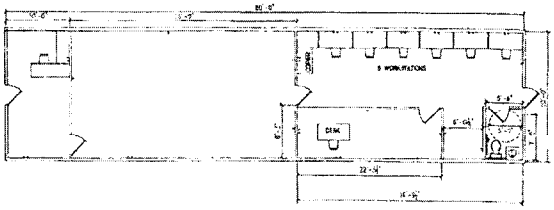
EXHIBIT A

SITE PLAN AND LEASED PREMISES

Page 1 of 2



LEASED PREMISES
Page 2 of 2



LAYOUT OF LEASED PREMISES