

**THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE
FINAL, SIGNED ORDINANCE OR RESOLUTION ADOPTED BY
THE CITY COUNCIL**

AN ORDINANCE

**AN ORDINANCE AUTHORIZING A FIVE-YEAR LEASE
EXTENSION WITH BROOKS DEVELOPMENT AUTHORITY TO
CONTINUE THE USE OF THE EXISTING SAN ANTONIO
POLICE DEPARTMENT'S FACILITIES LOCATED AT 2614
ENOS STREET WITHIN THE BROOKS CITY-BASE
DEVELOPMENT IN COUNCIL DISTRICT 3 FOR A TERM
ENDING JANUARY 31, 2019.**

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**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 instrument in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive 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. There is no financial impact realized through the passage of this Ordinance.

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

PASSED AND APPROVED this 30th day of January, 2014.

M A Y O R
Julián Castro

Attest:

Approved As To Form:

Leticia M. Vacek, City Clerk

Robert F. Greenblum, City Attorney

ATTACHMENT I

3rd Amendment to and Extension of Lease Agreement

(Brooks Development Authority/SAPD and ACS)

This 3rd Amendment to and Extension of Lease Agreement is entered into between Landlord and Tenant as of the Effective Date.

1. Identifying Information.

Authorizing Ordinance:

Landlord: Brooks Development Authority, a Texas Defense Base Development Authority

Landlord's Address: 3201 Sidney Brooks, San Antonio, Texas 78235

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Lease: Lease Agreement between Brooks Development Authority and the City of San Antonio dated January 30, 2009, pertaining to Building 1004 and approximately 5 acres of land area and improvements located thereon located at 2614 Enos Street, Brooks City-Base, San Antonio, Bexar County, Texas 78235 and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease: 2009-01-15-0019

1st Amendment: 1st Amendment to Lease Agreement (Brooks Development Authority/SAPD and ACS) authorized by the Ordinance Authorizing 1st Amendment

Ordinance Authorizing 1st Amendment: 2010-05-13-0425

2nd Amendment: 2nd Amendment to Lease Agreement (Brooks Development Authority/SAPD and ACS) authorized by the Ordinance Authorizing 2nd Amendment

Ordinance Authorizing 2nd Amendment: 2012-01-19-0028

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to

“Lease” in this amendment include both the original Lease and all previous amendments to it.

3. Premises and Use.

3.01. The Lease provides for use of Building 1004 and an outside area on approximately 5 acres, located at 2614 Enos Street, as a City of San Antonio Police Department facility housing a K-9 unit and a bomb detail (“K-9 use”). Subsequent Lease amendments expanded the tenant use to include temporary City of San Antonio Animal Care Services set to expire January 31, 2014. This 3rd Amendment reduces the Premises from the original 5 acre tract to approximately 1.64 acres (71,856.9 square feet) as graphically depicted in Exhibit A below, and releases the remainder of the former Premises to the Landlord, effective January 31, 2014.

4. Extension.

4.01. Subparagraph 4.3 of the Lease provides for up to two five-year renewals. Neither renewal has heretofore been exercised, but this instrument is the first of the two extensions of term provided for in 4.3. The term is extended to and including January 31, 2019.

4.02. Rent during the extension of the term is \$1 a year.

5. 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 the date of Landlord’s signature on this amendment.

6. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously twice amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

7. 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.**

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Brooks Development Authority, a Texas Defense Base Development Authority

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney

REST LEFT INTENTIONALLY BLANK

EXHIBIT A

