

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

AN ORDINANCE

**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 ????? day of April, 2014.

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Robert F. Greenblum, City Attorney

Draft

Attachment I

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.

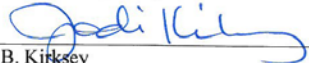
Tenant:

Landlord:

City of San Antonio, a Texas municipal corporation

HEBCO Development, Inc.

By: _____

By: 

Jodi B. Kirksey

Authorized Representative

Tax ID: 74-2598597

Printed
Name: _____

Date: 3-3-14

Title: _____

Date: _____

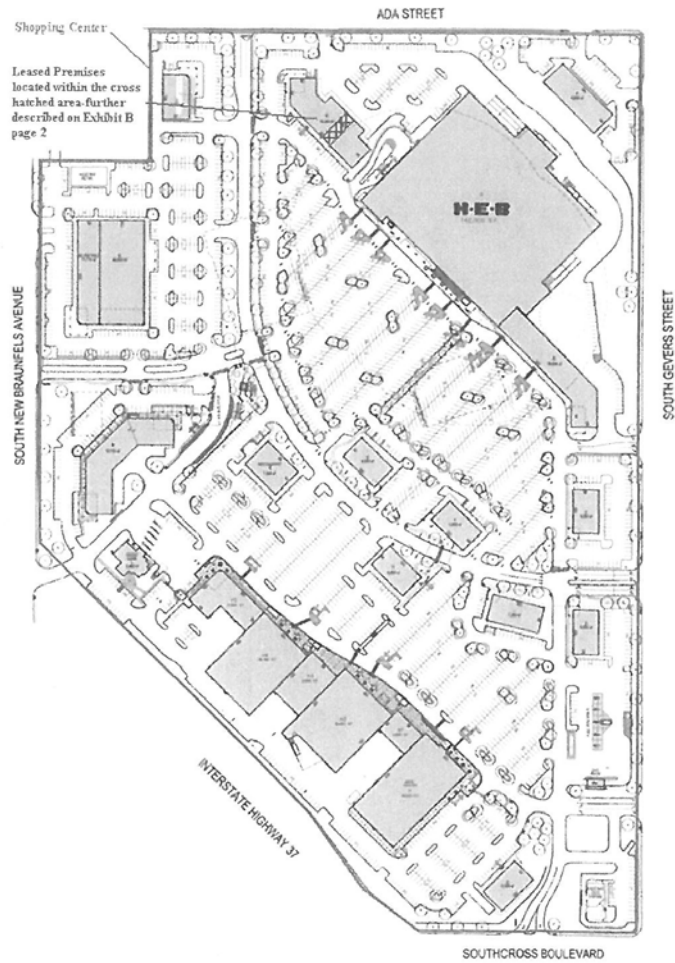
Attest:

City Clerk

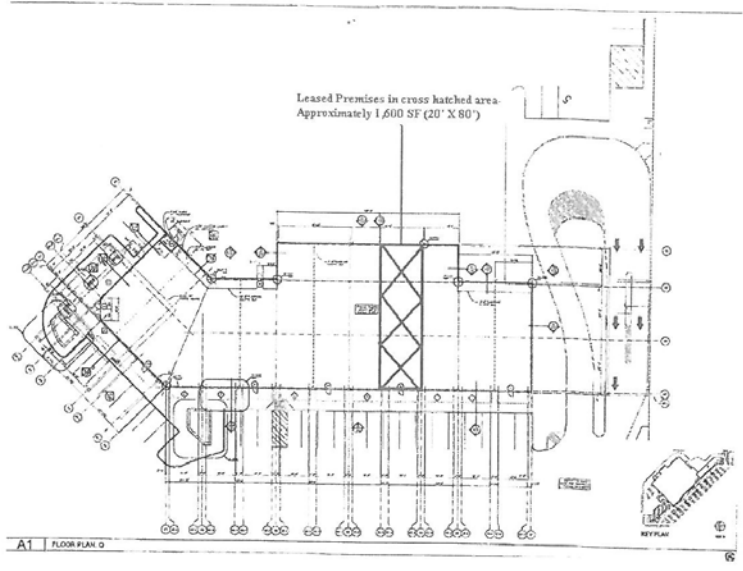
Approved as to Form:

City Attorney

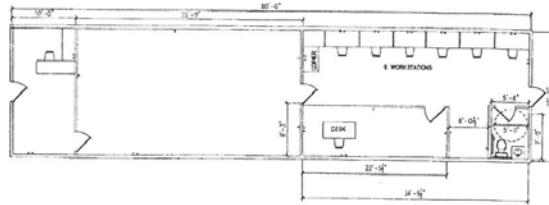
EXHIBIT A
SITE PLAN AND LEASED PREMISES
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LEASED PREMISES
Page 2 of 2



LAYOUT OF LEASED PREMISES



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